

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
~~October 6, 2008, 9:00 am.~~  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Julie Murphy, Ross Dunfee; DPA Ryan Brown; Pat Powell, Auditor's Office; Central Services Manager Randy Reid; Steve Brown and Ken Williams, Building Dept.; Planning Manager Mike Shuttleworth; Treasurer Duane Davidson; DPA Eric Hsu (via videoconference); and Norm Childress, Public Works.

Approval of Minutes

The Minutes of September 29, 2008 were approved.

Consent Agenda

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

Commissioners

- a. Maintenance Contract w/Abadan

Human Services

- b. Travel Expense Reimbursement

Juvenile

- c. Civil Defense Amended Professional Services Agreement w/D Anderson
- d. Civil Defense Amended Professional Services Agreement w/K Moreno
- e. Civil Defense Amended Professional Services Agreement w/J Paulsen
- f. Civil Defense Amended Professional Services Agreement w/D Mannion
- g. Civil Defense Amended Professional Services Agreement w/D Campbell
- h. Criminal Defense Amended Professional Services Agreement w/K Oldfield
- i. Civil Defense Amended Professional Services Agreement w/M Poland
- j. Criminal Defense Amended Professional Services Agreement w/M Mendoza

Office of Public Defense

- k. Payment for Professional Svcs Pursuant to Court Order; Rescinding Resolution 08-791

Road/Engineer

- l. Amended Final Assessment Roll for Co. Roads Improvement Dist. #15, Property Segregation
- m. Approval of Plans for Rothrock Road/Foisy Road/OIEH Intersection
- n. Rural Surface Transportation Program (STP(R)) Funds; Exchanging County Funds
- o. Approval of Local Agency Standard Supplemental Agreement #1 w/HDR Engineering, Inc.
- p. Personal Services Contract w/CWI Security Services, Inc.

Sheriff

- q. Line Item Transfer, Fund No. 0000-101, Dept. 121

Other Business

Petition to Move County Seat

Chairman Oliver said that based on the Attorney General's opinion that the petition process would continue until May 2010 and further advisement from the PA's office, he believed the petitions should be returned to Mr. Staples. He stated that keeping the petitions would only convolute the process.

Commissioner Bowman suggested the Board send a letter to the State Auditor and Attorney General stating the Board's intent to return the petitions, unless they responded with objections. He said it was not his intent to stop the process, but to get clear direction before returning them.

Commissioner Benitz said he believed the Board needed further clarification as to its duties and obligations regarding acceptance, canvassing, and certification of the petitions. He also requested the Board send a letter to the State Auditor to determine whether the petitions were delinquent.

DPA Ryan Brown discussed the different options available and possible scenarios for risk in keeping and/or returning the petitions.

Fred Staples said he was prepared to take the petitions home. He indicated the worst that could be said was they were premature but nothing stated they were invalid.

**MOTION:** Commissioner Bowman moved to authorize David Sparks write a cover letter to Mr. Staples and proceed to return the original petitions back to Mr. Staples as soon as possible. Chairman Oliver seconded.

## Discussion

Commissioner Benitz said it was unclear whether the Board should have accepted the petitions, although that was the Chairman's call and the law stated the Board could not canvass the current petitions that had been turned in, therefore, he would oppose the motion.

Upon vote, the motion carried with Commissioner Benitz opposing.

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

## Special Revenue Funds Presentation

Linda Ivey presented information on Special Revenue Funds and specifically discussed the following funds:

- Benton-Franklin Juvenile Fund 0115-101
- Inmate Benevolence Fund 0116-101
- Fairgrounds Improvements Fund 0123-101
- Fairgrounds Operating Fund 0124-101
- Canine & Boat Patrol Fund 0127-101
- REET Fund 0130-101
- 1/10% Criminal Justice Fund 0133-101
- Protective Inspection Services Fund 0149-101
- Trial Court Improvement Fund 0156-101

## Public Hearing – Supplemental Appropriation Requests

Linda Ivey presented the following supplemental appropriation requests for public hearing:

### 2008 Current Expense, Treasurer's Office - \$13,500

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Current Expense Fund No. 000-101, Treasurer's Office, Dept. 124 in the amount of \$13,500. Commissioner Bowman seconded and upon vote, the motion carried.

### 2008 96-Juvenile & Refunding Bond Fund - \$622,241

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

**MOTION:** Commissioner Bowman moved to approve the supplemental appropriation to the 2008 96-Juvenile & Refunding Bond Fund No. 0205-201 in the amount of \$622,241. Commissioner Benitz seconded and upon vote, the motion carried.

2008 Trial Court Improvement Fund, \$100,116

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Trial Court Improvement Fund No 0156-101 in the amount of \$100,116. Commissioner Bowman seconded and upon vote, the motion carried.

2008 Central Services Fund, \$77,000

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Central Services Fund No. 0502-101 in the amount of \$77,000. Commissioner Bowman seconded and upon vote, the motion carried.

2008 Current Expense, Superior Court, \$15,169

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Superior Court, Dept. 123 in the amount of \$15,169. Commissioner Bowman seconded and upon vote, the motion carried.

2008 Current Expense, Superior Court, \$3,762

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

**MOTION:** Commissioner Bowman moved to approve the supplemental appropriation to the 2008 Current Expense Fund No. 000-101, Superior Court, Dept. 123 in the amount of \$3,762.00. Commissioner Benitz seconded and upon vote, the motion carried.

2008 Current Expense, Superior Court, \$21,230

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Superior Court, Dept. 123 in the amount of \$21,230. Commissioner Bowman seconded and upon vote, the motion carried.

2008 Juvenile Center Fund, \$72,750

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

**MOTION:** Commissioner Benitz moved to approve to approve the supplemental appropriation to the 2008 Juvenile Center Fund No. 0115-101, Dept. 174 in the amount of \$72,750. Commissioner Bowman seconded and upon vote, the motion carried.

**2008 Homeless Housing and Assistance, \$6,360**

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

**MOTION:** Commissioner Bowman moved to approve the supplemental appropriation to the 2008 Homeless Housing and Assistance Fund No. 0154-101 in the amount of \$6,360. Commissioner Benitz seconded and upon vote, the motion carried.

**Appeal of Fire Marshal Decision – Temple Baptist Church**

Ken Williams and Steve Brown presented an appeal from Temple Baptist Church to the Fire Marshal's requirement that a fire department connection be located within 90 feet of a fire hydrant. Mr. Williams said that neither SCM nor the Church Pastor advised the contractor that the fire department connection was to be located within 90 feet of a hydrant. He said the importance of the connection was to provide additional pressure to the fire sprinkler system in case the fire over runs the capabilities of the domestic supply. Additionally, to serve as an alternative source of water should a valve in the primary water supply be closed.

Randy Barnes, Project Manager for Temple Baptist Church, stated the Church installed two fire hydrants on the 5-acre parcel and paid LIDs to receive water from a reliable source (the City of Richland) and they were currently in the urban growth boundary. He said the remodel was for a new gymnasium, although the architect erroneously submitted it as a multi-purpose room. Additionally, a sprinkler system was not required for a gym, but became a requirement because of the "multi-purpose" designation so a sprinkler system was installed. He said that apparently SCM and the church pastor received a letter, although neither himself (as project manager) nor Cascade Fire Protection had received a copy of the letter. He further stated the building was made of steel with a concrete floor and 95% non-combustible and they would not be asking for a variance if they thought safety was being compromised. He added the owner had already spent \$44,000 on a sprinkler system that would not have been required in the first place and that it would cost thousands to move a hydrant another 67 feet. He requested the Board continue with the process without the requirement to move the hydrant. Mr. Barnes also said that if the pressure to the sprinkler system failed, the only source of water was from the hydrant.

Ken Williams said one of the reasons that sprinkler systems failed was because they were taken over by the fire itself, and the fire department would be boosting the pressure by drawing water from that system.

Commissioner Benitz said he believed personnel followed the guidelines and code and made recommendations based on that policy. Additionally, the applicant was notified of the requirement so he was in favor of denying the appeal.

Commissioner Bowman said if the architect had labeled the room correctly, it would not even be a requirement and this request did not appear to just be an issue of money or inconvenience.

**MOTION:** Commissioner Bowman moved to approve the appeal of the Fire Marshal's decision and authorized a variance be granted. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

The Board briefly recessed, reconvening at 10:27 a.m.

### **2008 Water Legislation Affecting Benton County**

Darryll Olsen discussed the following issues regarding water legislation:

- RCW 90.90 and requested changes and modifications
- Little "R" Relinquishment
- Conservation O & M
- Objectives to the Legislative Proposal (Any operation and maintenance activity that is considered a "conservation" activity, should be open for a seasonal transfer and available to move to another location)
- Requests for support from parties

Additionally, he provided some information regarding the economic impacts of Washington agriculture and changing domestic/world market demands

### **Executive Session – Potential Litigation**

The Board went into executive session at 10:50 a.m. with DPA Eric Hsu (via videoconference) to discuss potential litigation for approximately 10 minutes. Also present were David Sparks, Cami McKenzie, DPA Ryan Brown, Melina Wenner and Loretta Smith Kelty. The Board came out of executive session at 10:51 a.m. No decisions were made, but direction was given.

### **Projects Update – Hanford Issues**

Adam Fyall provided written information and updated the Board on activities in the 300 Area, Hanford Communities activities and budget, river corridor closure project, and status of the Rattlesnake Mountain issue.

### **Request for Supplemental Appropriation**

Linda Ivey presented a request for supplemental appropriation for the Office of Public Defense in the amount of \$135,000. The Board approved the matter to go to public hearing.

### **Roza Area Traffic Safety Project**

Norm Childress and Ross Dunfee said they met with Roza area citizens and developed a strategy to promote traffic safety in that area. Mr. Childress said they had completed the following:

1. Made improvements to traffic control devices at those intersections in April and June by upgrading size of signs, added new signs, and upgraded to high-intensity materials.
2. Contacted the State and a team of engineers that looked at specific project areas would be coming in March to complete a safety evaluation and make some recommendations on what programs might be helpful.

Mike Hogue, Prosser Road resident, discussed appropriate times to complete traffic counts on Hanks, Snipes and GAP Roads, and recommended "stop sign ahead" painting on the road, along with rumble strips.

Mildred Grow, Hanks Road, discussed dangerous times to be on the road and car accidents and deaths that have occurred.

Commissioner Benitz asked when the plan was going to be presented that was requested by the Board. Additionally, he also suggested painting "stop ahead" signs on the road.

Commissioner Bowman asked whether it would be appropriate to mail out safety brochures with annual tax statements. Commissioner Benitz also asked if rumble strips were included in the road projects and Mr. Dunfee said they would be happy to include them if the Board desired.

Chairman Oliver stated the Board wanted to include the rumble strips in the projects.

### Other Business

#### Letter to County Auditor – Certification of General Election

**MOTION:** Commissioner Bowman moved to approve the Chairman to sign the letter. Commissioner Benitz seconded and upon, the motion carried.

### Resolutions

- |        |   |
|--------|---|
| 08-820 | Maintenance Contract w/Abadan   |
| 08-821 | Civil Defense Amended Professional Services Agreement w/D Anderson                      |
| 08-822 | Civil Defense Amended Professional Services Agreement w/K Moreno                        |
| 08-823 | Civil Defense Amended Professional Services Agreement w/J Paulsen                       |
| 08-824 | Civil Defense Amended Professional Services Agreement w/D Mannion                       |
| 08-825 | Civil Defense Amended Professional Services Agreement w/D Campbell                      |
| 08-826 | Criminal Defense Amended Professional Services Agreement w/K Oldfield                   |
| 08-827 | Civil Defense Amended Professional Services Agreement w/M Poland                        |
| 08-828 | Criminal Defense Amended Professional Services Agreement w/M Mendoza                    |
| 08-829 | Payment for Professional Srvc Pursuant to Court Order; Rescinding Resolution 08-791     |
| 08-830 | Amended Final Assessment Roll for Co. Roads Improvement Dist. #15, Property Segregation |
| 08-831 | Approval of Plans for Rothrock Road/Foisy Road/OIEH Intersection                        |

- 08-832 Rural Surface Transportation Program (STP(R)) Funds; Exchanging County Funds
- 08-833 Approval of Local Agency Standard Supplemental Agreement #1 w/HDR Engineering, Inc.
- 08-834 Personal Services Contract w/CWI Security Services, Inc.
- 08-835 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 08-836 Supplemental Appropriation to 2008 Current Expense Fund, Treasurer's Office, \$13,500
- 08-837 Supplemental Appropriation to 2008 (96 Juvenile & Refunding Bond Fund), \$622,241
- 08-838 Supplemental Appropriation to 2008 Trial Court Improvement Fund, \$100,116
- 08-839 Supplemental Appropriation to 2008 Central Services Fund, \$77,000
- 08-840 Supplemental Appropriation to 2008 Current Expense Fund, Superior Court, \$15,169
- 08-841 Supplemental Appropriation to 2008 Current Expense Fund, Superior Court, \$3,762
- 08-842 Supplemental Appropriation to 2008 Current Expense Fund, Superior Court, \$21,230
- 08-843 Supplemental Appropriation to 2008 Juvenile Center Fund, \$72,750
- 08-844 Supplemental Appropriation to 2008 Homeless Housing and Assistance Fund, \$6,360

There being no further business before the Board, the meeting adjourned at approximately 11:30 a.m.

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

\_\_\_\_\_  
Chairman

9

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	13-October-2008	Execute Contract	_____
Subject:	Purchase of FTR digital audio recording systems	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith-Kelty		
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

By Resolution 08-839, the Board approved a supplemental appropriation involving the Trial Court Improvement fund. Included in the appropriation are four additional FTR digital audio recording systems for two District Court courtrooms (5 & 6) and the two courtrooms formerly used for District Court and now being taken over by Superior Court. Earlier this year, the Board approved purchasing three FTR systems for the new District Court courtrooms from Jo Bee Company which had the lowest quote (Resolution 08-510). Jo Bee Company has agreed to supply the additional four systems at the same cost they proposed in May of this year.

**SUMMARY**

Approve the purchase of 4 additional FTR digital audio recording systems: 2 for Superior Court; 2 for District Court.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

Included in approved supplemental appropriation of Trial Court Improvement Fund.

**MOTION**



# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SELECTING A VENDOR FOR THE PURCHASE OF DIGITAL AUDIO RECORDING SYSTEMS FOR SUPERIOR AND DISTRICT COURT.

WHEREAS, resolution 08-510 approved the selection of Jo Bee Company as the vendor for three FTR digital audio systems for the new District Court courtrooms; and

WHEREAS, the Board of Benton County Commissioners by Resolution 08-839 approved a supplement appropriation for purchasing additional FTR digital audio systems for existing Superior Court and District Court courtrooms; and

WHEREAS, Jo Bee Company will provide the additional systems for the same cost that determined their selection as the vendor for the systems in the new District Court courtrooms; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase four (4) FTR digital audio recording systems from Jo Bee Company for the amount of \$20,384 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$21,000 plus tax.

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

REID

b

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CAPITAL PROJECTS FUND NUMBER 0305101

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: Commissioners; Auditor; File

IVEY

# BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Capital Projects Dept Nbr: 000  
 Fund Name: Capital Projects Fund Nbr: 0305101  
 TRANSFER FROM: Dept 000 TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.110	6412	Capital Outlay Buildings	\$5,000	.511.100	3501	Small Item Equipment	\$5,000
TOTAL			\$5,000	TOTAL			\$5,000

**Explanation:**  
 Transfer to appropriate funds from Capital Outlay Buildings to Small Item Equipment for plasma TV's for the board rooms. Under the normal purchasing process, the purchase of a plasma TV would have been paid for out of the Current Expense Facilities budget. However, due to the scope of work, location (Commissioner board rooms) and resolution 02-668 allowing the purchase of office equipment, we have utilized the Capital Project Fund.

Prepared by: Linda Ivey Date: 03-Oct-2008

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

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

C

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARD FOR THE PROCUREMENT AND INSTALLATION OF JURY CHAIRS FOR THE NEW BENTON COUNTY DISTRICT COURT ROOMS LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA

WHEREAS, that Benton County Facilities solicited quotes from qualified vendors listed on the Benton County Vendors list and Small Works Roster; and

WHEREAS, Benton County Facilities received one quote from Brutzman's Inc., Richland, WA in the amount of \$22,316.05 including WSST and Minncor Industries, St. Paul, MN declined to respond; and

WHEREAS, the Facilities Manager reviewed the quote and believes it is in the best interest of the County to award the procurement and installation of the new jury chairs to Brutzman's Inc.; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the procurement and installation of the jury chairs for the new Benton County Courtrooms to Brutzman's Inc., Richland, WA - for a contract amount of \$22,316.05 including WSST; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman to sign the contract between Benton County and Brutzman's, Inc. to provide said services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County,

Attest: \_\_\_\_\_

**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BRUTZMAN'S, INC.** a corporation organized under the laws of the State of Washington, with its principal address at 2600 N. Columbia Center Blvd, Richland, WA (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

Exhibit "A" - Contractor's Proposal

Exhibit "B" - Prevailing wage tables for Benton County

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

**3. SERVICES PROVIDED**

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery, installation and functional setup of twenty-one (21) Jury Chairs w/ arms and in accordance with and as further described in, the bid proposal and specifications attached hereto as Exhibit A.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Ken Brutzman  
Brutzman's, Inc.  
PO Box 6044  
Kennewick, WA 99336  
(509) 735-0300 Phone  
(509) 735-0330 Fax
  
- b. For COUNTY: Roy Rogers, Facilities Manager  
Benton County Facilities  
7122 W. Okanogan Place  
Kennewick, WA 99336  
(509) 783-3118 Phone  
(509) 736-2708 Fax

Each party must have a contract representative at all times this contract is in force. A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is twenty-two thousand three hundred sixteen dollars and five cents (\$22,316.05) including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been

performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

**7. DEFECTS**

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. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

**8. AMENDMENT AND CHANGES IN WORK**

No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

**9. HOLD HARMLESS AND INDEMNIFICATION**

- a. 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, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. 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, its employees, agents or subcontractors.
- c. 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. 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.

10. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also procure and maintain continuously, employer's liability or stop-gap insurance providing up to one million dollars (\$1,000,000) of coverage for employee injuries or disease.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such

insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. 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, its elected and appointed officers, officials, employees and agents.
  - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
  - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
  - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
  - 5) 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.
  - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
  - 7) The insurance limits mandated for any insurance coverage

required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.

- 8) 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. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Benton County Commissioners  
PO Box 190  
Prosser, WA 99350

- 14) 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.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

**11. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of \$35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

**12. 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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. 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 Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

### **13. COMPLIANCE WITH LAWS AND PREVAILING WAGE**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

### **14. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall

not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**15. DISPUTES**

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

**16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.

**17. 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.

**18. NOTICES**

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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective 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.

**19. 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 the 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.

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

**BENTON COUNTY**

**BRUTZMAN'S, INC.**

\_\_\_\_\_  
Claude Oliver, Chairman  
Benton County Commissioner

\_\_\_\_\_  
Ken Brutzman, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

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

# Quote

BRUTZMAN'S OFFICE SOLUTIONS  
 P.O. BOX 6044  
*2000 W. Col Center Blvd. Richland*  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000704779  
 customer number: 7358476  
 telephone number: ( )735-8476 ext:  
 fax number: ( )736-3069  
 page number: 1  
 order date: ~~05/15/2008~~

sold to:  
 BENTON CO. DISTRICT COURT  
 7122 W. OKANOGAN PLACE BLDG A  
 KENNEWICK, WA 993362359

ship to:  
 7122 W. OKANOGAN PLACE BLDG A  
 KENNEWICK, WA 99336

*9/10/2008*

special comments/instructions:

Exhibit "A"

purchase order	customer representative JACKI	invoice terms NET 10TH PROX	sales representative KEN BRUTZMAN
quantity	mfg/product number	product description	unit price    net price    unit    amount

\*\*\*\*\*REVISED - SEPTEMBER 10, 2008\*\*\*\*\*

\*\*\*\*\*ErgoGenesis Jury Chairs\*\*\*\*\*

21	XXXF	FURNITURE ITEMS AS FOLLOWS BODYBILT #C2308-B8 JURY CHAIR W/ARMS, PNUYEMATIC HEIGHT, SWIVEL TILT.	1630.00 / 1	896.50 / 1	EA	18,826.50
----	------	--	-------------	------------	----	-----------

INSTALLATION SERVICES	528.00
-----------------------	--------

SERVICES 3.3% ENERGY SURCHARGE, EFFECTIVE JULY1, 2008	621.27
--	--------

FREIGHT CHARGES	630.00
-----------------	--------

\*\*\*\*\*NOTES\*\*\*\*\*

>Pricing base on grade 4 - 200,000 double-rub fabric.

>Lead time: 4 weeks.

>FOB Point: Destination.

	20,605.77
sales tax	1,710.28
total	22,316.05

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>10/13/08</u> Subject: <u>Folding Tables,</u> <u>Chair and Table</u> <u>Cart Purchase</u> Prepared by: <u>dgg</u> Reviewed by: <u>Isk</u>	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Board Direction	Consent Agenda           X Public Hearing 1st Discussion 2nd Discussion Workshop 

**BACKGROUND INFORMATION**

Benton County Fairgrounds is in need of folding tables and chair and table carts for use with building rentals.

**RECOMMENDATION**

The Deputy County Administrator and the Fairgrounds Office Manager have reviewed the quotes and find Grainger to have the lowest price for folding tables and chair and table carts. Move to award Grainger for the procuring of folding tables, and chair and table carts.

**FISCAL IMPACT**

**MOTION**

**RESOLUTION**

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

**IN THE MATTER OF PURCHASING FOLDING TABLES AND CHAIR AND TABLE  
CARTS FOR USE WITH BUILDING RENTALS AT THE BENTON COUNTY  
FAIRGROUNDS**

**WHEREAS**, the cost of the folding tables and chair and table carts are greater than \$5,000 and less than \$25,000; and

**WHEREAS**, procurement of the folding tables and chair and table carts in the specified price range is addressed in Benton County Resolution 08-132 allowing for procurement to occur after three quotes; and,

**WHEREAS**, the Fairgrounds Office Manager has obtained three quotes for the folding tables and chair and table carts as follows: Grainger for \$5,165.90 with WSST, Mity-Lite Inc. for \$4,629.87 without WSST, and Midas Event Supply – no response; and

**WHEREAS**, the Deputy County Administrator and the Fairgrounds Office Manager reviewed the quotes for completeness and recommend Benton County award the procuring of the folding tables and chair and table carts to Grainger; **NOW, THEREFORE**

**BE IT RESOLVED**, by the board of Benton County Commissioners that the Fairgrounds Office Manager is authorized to proceed with the purchase of the folding tables and chair and table carts from Grainger in an amount not to exceed \$5,200.00.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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



# Quotation

3306 W MARIE  
 BENTON COUNTY, WA 99301  
 Phone: (509) 545-5065  
 Fax: (509) 547-6574

**Sold To**  
 BENTON COUNTY FAIRGROUNDS  
 1500 S OAK ST, # 20  
 KENNEWICK WA 99337-6011

**Bill To**  
 BENTON COUNTY FAIRGROUNDS  
 1500 S OAK ST, # 20  
 KENNEWICK WA 99337-6011

**Ship To**  
 BENTON COUNTY FAIRGROUNDS  
 1500 S OAK ST, # 20  
 KENNEWICK WA 99337-6011

**Information**

Grainger Quote Number	2007239643
Validity Start Date	
Validity End Date	11/06/2008
Document Print Date	10/06/2008
Previous Document Number	
Creation Date	10/06/2008
Grainger EIN Number	36-1150280
PO #	quote
PO Create Date	
PO Release #	
Customer Number	821313111
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	DENISE GERRY
Telephone Number	5095869211
Grainger Contact Name	Edith - BR3EOT
Grainger Contact Phone	
Grainger Contact Fax	
Page	1 / 2

**Freight Forwarder**

We will deliver according to the following terms and conditions:

Incoterms:	FOB ORIGIN
Freight Terms:	Prepaid
Carrier:	
Payment Terms:	Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Quantity	Unit	Price	Total USD
10	3W076	Mobile Chair Truck Distribution: Ships within.24 hours. Can not ship UPS.	10.00	EA	217.80	2,178.00
20	3W111	Table,Folding,30x96 In Distribution; CANNOT SHIP UPS	14.00	EA	152.55	2,135.70
30	1RL27	Caddy,Folding Table	2.00	EA	228.15	456.30
<b>Sub Total</b>						4,770.00
<b>Tax</b>						395.90



# Quotation

3226 W MARIE  
CO, WA 99301  
Ph : (509) 545-5065  
Fax: (509) 547-6574

Information	
Grainger Quote Number	2007239643
Creation Date	10/06/2008
Customer Number	821313111
Page	2 / 2

Item PO-Line	Material	Description	Quantity	Unit	Price	Total USD
-----------------	----------	-------------	----------	------	-------	-----------

**Total Amount** \$ 5,165.90

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at [www.grainger.com](http://www.grainger.com) or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact your local Grainger branch if you have further questions or need to submit a new request.



Catalog No. 399 (PDF) Keyword(s) 1RL27

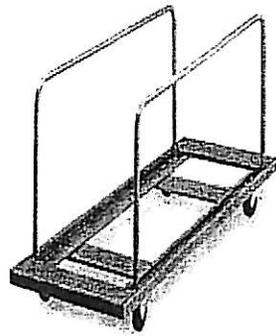
YOUR ACCOUNT

- Denise Gerry
Personal Lists
Item History
Order History

Caddy, Folding Table

Folding Table Caddy, Load Rating 900 Pounds, Holds Nine 6 or 8 Feet Tables, Includes 4 In Casters, 2 Rigid and 2 Swivel

Table with 2 columns: Item Name/Spec and Value. Includes rows for Grainger Item #, Your Price (ea.), Brand, Mfr. Model #, Ship Qty, Sell Qty, Ship Weight, Usually Ships, and Catalog Page No.



Enlarge Image

Qty. [input] Add to Order Add to Personal List

Navigation tabs: Tech Specs, Additional Information, Notes & Restrictions, MSDS, Required Accessories, Optional Accessories, Alternate Products, Repair Parts

Technical specifications table with columns for Item, Load Capacity (Lb.), Construction, Color, Overall Length (in.), Overall Width (in.), and Includes.

View Catalog Page View Printable Page

"The 'Usually Ships' reflects when an item is generally expected to ship from Grainger based on its stocking location. Real-time availability information will be shown during the checkout process and on the e-mail order confirmation (for U.S. and Puerto Rico - US customers only). Please allow additional delivery time for international orders.

Return To Top

**GRAINGER**  
FOR THE ONES WHO GET IT DONE

Home | Order Form | Compare Items | Your Account | Help

Repair Parts Services Resources Company Info Contact Us Find A Branch Worldwide

Catalog No. 399 (PDF)

Keyword(s)

YOUR ACCOUNT

Denise Gerry  
Personal Lists  
Item History  
Order History

**Table, Folding, 30x96 In**

Steel Folding Table, Load Rating 1500 Pounds, Top Height 29 Inches, Top Length 96 Inches, Top Width 30 Inches, Color Walnut/Beige, 3/4 Inch Laminated Top

Grainger Item #	3W111
Your Price (ea.)	\$152.55
Brand	KI
Mfr. Model #	NH-8
Ship Qty. (?)	1
Sell Qty. (Will-Call) (?)	1
Ship Weight (lbs.)	86.0
Usually Ships** (?)	Today
Catalog Page No.	2205



Optional Accessories

More...



Qty.   Sale Item

Tech Specs	Additional Information	Notes & Restrictions	MSDS	Required Accessories	Optional Accessories	Alternate Products	Repair Parts
------------	------------------------	----------------------	------	----------------------	----------------------	--------------------	--------------

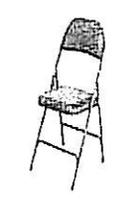
Item # 1W995  
Your Price (ea.) \$13.62  
Brand: KI

Item	Steel Folding-leg Table
Top Width (In.)	30
Top Length (In.)	96
Top Height (In.)	29
Load Rating (Lb.)	1500
Material	Steel
Color	Walnut/Beige
Legs	Pedestal type, Tubular, Have Positive-lock Hinges for Firm Support and Polypropylene Feet
Package Quantity	1

Qty.

Items more like this below

Items Also Carry



Item # 2W159

\*\* The "Usually Ships" reflects when an item is generally expected to ship from Grainger based on its stocking location. Real-time availability information will be shown during the checkout process and on the e-mail order confirmation (for U.S. and Puerto Rico - US customers only). Please allow additional delivery time for international orders.

**GRAINGER**

Repair Parts Services Resources Company Info Contact Us Find A Branch Worldwide

Catalog No. 399 (PDF) Keyword(s) 3W076 Go

YOUR ACCOUNT

Denise Gerry

Personal Lists

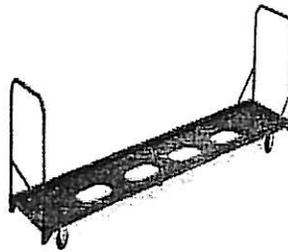
Item History

Order History

Mobile Chair Truck

Mobile Chair Truck, Truck Capacity 25 2W957 or 50 1W985/2W158, Height 30 Inches, Depth 20 7/8 Inches, Width 107 Inches, Color Beige, With Casters, Flat Bed for Folding Chair Transport, Adjustable End

more:	Grainger Item #	3W076
	Your Price (ea.)	\$217.80
	Brand	KI
	Mfr. Model #	KV-50A
	Ship Qty. [?]	1
	Sell Qty. (Will-Call) [?]	1
	Ship Weight (lbs.)	64.0
	Usually Ships** [?]	From mfr. w/in 2 bus. days
	Catalog Page No.	2152 [?]



Enlarge Image

Optional Accessories



Chair, Folding, Beige

Grainger Item #: 2W158

Your Price (ea.) \$27.54

Brand: KI

Qty. [input]

Add to Order

Add to Personal List

See more like this below

Tech Specs	Additional Information	Notes & Restrictions	MSDS	Required Accessories	Optional Accessories	Alternate Products	Repair Parts
------------	------------------------	----------------------	------	----------------------	----------------------	--------------------	--------------

Item	Mobile Folding Chair Truck
Height (In.)	30
Depth (In.)	20 7/8
Width (In.)	107
Color	Beige
Truck Capacity (No. Chairs)	25 of No. 2W957 or 50 of Nos. 1W985 or 2W158

View Catalog Page View Printable Page

\*\* The "Usually Ships" reflects when an item is generally expected to ship from Grainger based on its stocking location. Real-time availability information will be shown during the checkout process and on the e-mail order confirmation (for U.S. and Puerto Rico - US customers only). Please allow additional delivery time for international orders.

Return To Top

e

## Travel Expense Reimbursements

**CUSTOMER ORDER FORM**  
THIS IS NOT AN INVOICE



Mity-Lite, Inc.  
1301 W. 400 N.  
Orem, Utah 84057-4442  
(801) 224-0589  
FAX: (801) 224-6191  
Toll Free (800) 327-1692

Quote Number: 249668  
Ordering Customer Number: 633552  
Billing Customer Number: 633552  
Customer P.O. Number:  
Page: 1

ORDERED BY	INVOICE TO	SHIP TO
BENTON COUNTY FAIRGROUNDS 1500 S OAK ST BUILDING 20 KENNEWICK, WA 99337 USA Attn: DENISE GERRY	BENTON COUNTY FAIRGROUNDS 1500 S OAK ST BUILDING 20 KENNEWICK, WA 99337 USA Attn: DENISE GERRY	BENTON COUNTY FAIRGROUNDS 1500 S OAK ST BUILDING 20 KENNEWICK, WA 99337 USA Attn: DENISE GERRY

F.O.B.	SHIP VIA	ORDER TYPE
ORIGIN - PREPAID	BEST WAY POSSIBLE	Regular

RECEIVED DATE	SCHEDULED DATE	ORIGINAL DATE	SALES REP	TERMS
9/22/2008	9/22/2008	9/22/2008	Shaun Nimitz	NET 30

QUANTITY	ITEM	UNIT PRICE	TOTAL PRICE
10	MRCART TRI-FUNCTION CHAIR CART; HOLDS CHIAVARI, DURAMAX AND POLYFOLD CHAIRS	\$150.50	\$1,505.00
10	RT3096BEG1 30 IN X 8 FT BEIGE RECTANGULAR TABLE; 29" TALL WITH BROWN TRIM; BROWN WISHBONE LEGS 08	\$218.00	\$2,180.00
1	CRT18-96EBLK2 CART; HOLDS 1896 TO 3696 RECTANGULAR TABLE; EDGE; BLACK FRAME; NON MARRING 5" CASTERS	\$384.50	\$384.50
1	Shipping and Handling	\$560.37	\$560.37

SALES TAX	\$0.00
ORDER TOTAL (USD)	\$4,629.87

**Order Notes:**

End user responsible for offloading order  
@ delivery.

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

COPY *f*

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement with the Institute for Family Development #PSA-IFD-2008/09	<input checked="" type="checkbox"/> Execute Agreement	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services would like to contract with the Institute for Family Development to provide staff and family consultation and training for individuals and caregivers as requested by the County and to provide written reports identifying risk factors for behavioral health crisis and recommendations for future planning.

**SUMMARY**

**Award:** The maximum compensation for this PSA is \$55,000.

**Period:** This PSA shall begin upon execution and expire on June 30, 2009.

**Funding Source:** Division of Developmental Disabilities and Division of Mental Health

**RECOMMENDATION**

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

**FISCAL IMPACT**

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

**MOTION**

To approve the Professional Services Agreement with the Institute for Family Development, #PSA-IFD-2008/09, and to authorize the Chair to sign on behalf of the Board.

BENTON COUNTY RESOLUTION # \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION # \_\_\_\_\_

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

IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE INSTITUTE FOR FAMILY DEVELOPMENT, AND THE BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, #PSA-IFD-2008/09.

WHEREAS, the Department of Human Services would like to contract with the Institute for Family Development to provide staff and family consultation and training for individuals and caregivers as requested by the County and to provide written reports identifying risk factors for behavioral health crisis and recommendations for future planning; and

WHEREAS, the maximum consideration for this PSA shall be \$55,000; and

WHEREAS, the Agreement shall be effective upon execution through June 30, 2009; NOW THEREFORE

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

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the agreement on behalf of the Boards of Benton & Franklin County Commissioners.

Dated this . . . . day of . . . . ., 2008.

Dated this . . . . day of . . . . ., 2008.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

Distribution: Human Services  
Franklin County Commissioners  
Benton County Commissioners  
Institute for Family Development

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject: Joint Resolution for Appointment to The Substance Abuse Administrative Board		Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
		Pass Ordinance	<input type="checkbox"/>	1 <sup>st</sup> Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 <sup>nd</sup> Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

The Counties' Substance Abuse Administrative Board (SAAB) is a nine member board which reviews substance abuse treatment and prevention programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

**SUMMARY**

The Substance Abuse Administrative Board currently has two vacant positions. Darren Brown has expressed interest in being appointed to the Substance Abuse Administrative Board for a term ending December 31, 2009.

**RECOMMENDATION**

1<sup>st</sup> Sign the Joint Resolution to appoint Darren Brown to a term that will expire December 31, 2009.

**FISCAL IMPACT**

There is no fiscal impact. This is a voluntary position.

**MOTION**

To approve signing the Joint Resolution to appoint Darren Brown to a term on the Substance Abuse Administrative Board that will expire on December 31, 2009.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_  
FRANKLIN COUNTY RESOLUTION NO. 2008 401

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

IN THE MATTER OF AN APPOINTMENT TO THE BENTON-FRANKLIN COUNTIES SUBSTANCE  
ABUSE ADMINISTRATIVE BOARD

WHEREAS, Benton County Resolution #82-479 and Franklin County Resolution #82-110 created the Benton-Franklin Counties Substance Abuse Administrative Board; and,

WHEREAS, said resolutions provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties; and,

WHEREAS, Ken McMenamin resigned due to health reasons, and was declared an open position, and Darren Brown has expressed interest and willingness to accept appointment to the Substance Abuse Administrative Board, and,

WHEREAS, the term of this vacant position will expire on December 31, 2009, and,

WHEREAS, the Substance Abuse Administrative Board recommends this appointments; NOW, THEREFORE,

BE IT RESOLVED that Darren Brown, residing at 107 S. Benton Street, Kennewick, WA 99336, be hereby appointed to the Benton-Franklin Counties Substance Abuse Administrative Board to fill the vacancy and will expire on December 31, 2009.

DATED: \_\_\_\_\_

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

\_\_\_\_\_  
Member

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

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

DATED: 10/11/08

Rehosh  
\_\_\_\_\_  
Chairman of Board

Darren Brown  
\_\_\_\_\_  
Member

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

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

Originals: Human Services  
Franklin County Commissioners

cc: Darren Brown

# RESOLUTION

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON

IN THE MATTER OF NOTICE OF COMPLETION OF THE BOAT DOCK REPAIR  
LOCATED AT TWO RIVERS PARK.

**WHEREAS**, Benton County entered into a contract on April 7, 2008 with Siefken & Sons Construction, Inc., Richland, WA - Contractors License No. SIEFKSC198MZ for the Two Rivers Park Boat Dock Repairs, per Resolution 08-449; and

**WHEREAS**, the Facilities Manager determined the project reached completion as of week ending September 3, 2008; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Board hereby accepts the Two Rivers Park Boat Dock Repairs complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

*AGENDA SUMMARY SHEET*

MEETING DATE: *October 13, 2008*

AGENDA ITEM: *Claims CC08-15, CC08-16, and  
and CC08-18*

SUBJECT:

- Consent Agenda*       *Public Hearing*       *Discussion*  
 *1st Discussion*       *2nd Discussion*       *Other*

TYPE OF ACTION NEEDED:

- Execute Contract*       *Pass Resolution*       *Pass Ordinance*  
 *Pass Motion*       *Other*

BACKGROUND INFORMATION:

*The Risk Manager and Civil Prosecutor recommend denial of claims CC08-15, CC08-16  
and CC08-18.*

SUMMARY:

*See above.*

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIMS CC08-15, CC08-16, CC08-18:

WHEREAS, the Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed claims CC08-15, CC08-16, CC08-18; and

WHEREAS, the Board of Benton County Commissioners has reviewed the recommendation of the Benton County Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners further approves the denial of claims CC08-15, CC08-16, and CC08-18.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**RESOLUTION**

j

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

IN THE MATTER OF COUNTY ROADS, RE: CONTRIBUTION AGREEMENT FOR PIERT ROAD, CE 1619 CRP BETWEEN BENTON COUNTY AND COLUMBIA ENERGY & ENVIRONMENTAL SERVICES, INC.

WHEREAS, Columbia Energy & Environmental Services, Inc. having proposed the construction of and ethanol plant to be placed in the same location as the originally selected alignment for Piert Road has offered to contribute \$50,000.00 for the redesign of the road in a new location; and

WHEREAS, Benton County selected a new alignment after based upon a new Engineer's Report and Columbia Energy & Environmental Services, Inc. signed a contribution agreement; and

WHEREAS, it is in the public interest that the contribution agreement be approved and the new road be designed, NOW, THEREFORE,

BE IT RESOLVED that the Contribution Agreement for Piert Road, CE 1619 CRP between Benton County and Columbia Energy & Environmental Services, Inc., having been reviewed and approved by the Prosecuting Attorney's office, be approved and signed by the Chairman of the Board of County Commissioners.

Dated this 13<sup>th</sup> day of October 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Return to: Benton County Engineer  
P.O. Box 1001  
Prosser, WA 99350

**CONTRIBUTION AGREEMENT FOR PIERT ROAD, CE 1619 CRP  
BETWEEN BENTON COUNTY  
AND  
COLUMBIA ENERGY & ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT, made and entered into on this 1<sup>st</sup> day of October, 2008, by and between BENTON COUNTY, WASHINGTON, hereinafter called "BENTON COUNTY" and COLUMBIA ENERGY & ENVIRONMENTAL SERVICES, INC., whose address is 1806 Terminal Drive, Richland, Washington 99352, hereinafter called the "COLUMBIA ENERGY".

**RECITALS**

- A. COLUMBIA ENERGY has proposed construction of an ethanol plant to be served by a unit train on property owned by Agrium U.S., Inc; and
- B. COLUMBIA ENERGY'S proposed ethanol plant will be located at 231610 East Game Farm Road, Kennewick, Washington; and
- C. Benton County Public Works, having no knowledge of the proposed ethanol plant or unit train, designed the Piert Road extension between Bowles Road and Lechelt Road to run northerly, bisecting the proposed ethanol plant and unit train, effectively rendering the proposed plant useless; and
- D. COLUMBIA ENERGY has requested that a final decision on the location of the Piert Road extension be reconsidered; and
- E. BENTON COUNTY, having already paid for a design of the road, expressed a reluctance to reconsider without a confirmation of remuneration by COLUMBIA ENERGY of a portion of the cost to redesign the road in order to accommodate COLUMBIA ENERGY'S proposed ethanol plant; and
- F. COLUMBIA ENERGY offered to contribute fifty-thousand dollars (\$50,000.00) for costs associated with redesigning the road, payable in monthly installments of five-thousand dollars (\$5,000.00) for BENTON COUNTY'S redesign of the road subject to the selected alignment not bisecting the proposed ethanol plant and unit train;

G. Monday, September 15, 2008, the BENTON COUNTY COMMISSIONERS selected Alternate 6 as shown in the Engineer's Report prepared by J-U-B Engineers, Inc., dated June 2008, as the preferred route for Piert Road;

H. COLUMBIA ENERGY agrees to make ten (10) monthly payments of five thousand dollars (\$5,000.00) due and payable on the first of each month with the first installment to begin the month immediately following the date this AGREEMENT is executed by all parties.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the following terms and conditions, BENTON COUNTY and COLUMBIA ENERGY agree as follows:

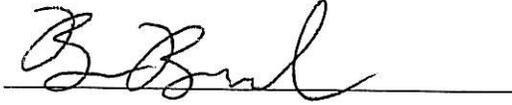
1. COLUMBIA ENERGY agrees to contribute \$50,000.00 toward the Piert Road project; that COLUMBIA ENERGY agrees to make ten (10) monthly payments of \$5,000.00 due and payable on or before the first of each month beginning the month immediately following the date of this AGREEMENT until payment in full.
2. The Board of County Commissioners agrees on behalf of BENTON COUNTY to accept the contribution of \$50,000.00 and agrees to the terms stated above.
3. COLUMBIA ENERGY is directed to make all checks payable to the Benton County Treasurer and deliver the checks to Benton County Public Works; P.O. Box 1001; Prosser, Washington 99350.
4. BENTON COUNTY and COLUMBIA ENERGY acknowledge and represent that the terms of this AGREEMENT have been jointly negotiated and that each party enters into this AGREEMENT voluntarily. Further, each party acknowledge, represent, and agree that they have read this AGREEMENT, fully understand the terms thereof, and have been fully advised by their independent legal counsel or have had the opportunity to be so advised in connection with the terms in this AGREEMENT.
5. This AGREEMENT constitutes the entire agreement between the parties and is binding upon the heirs, executors, administrators, successors, or assigns of each of the parties hereto.
6. COLUMBIA ENERGY shall not assign the whole or any part of this AGREEMENT without the prior written consent of BENTON COUNTY.
7. This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this AGREEMENT shall be in Benton County Superior Court. In the event that either party resorts to litigation to enforce any terms of this AGREEMENT, the substantially prevailing party in any such litigation shall be entitled to an award of reasonable attorney fees and expert witness fees, together with actual court costs expended in such litigation.
8. BENTON COUNTY and COLUMBIA ENERGY each represent and warrant to the other that it has the respective power and authority, and is duly authorized, to execute and deliver this AGREEMENT and that the persons signing on its behalf are duly authorized to do so.
9. This AGREEMENT may not be amended or modified except in writing, signed by the parties to be bound thereby, or signed by their respective attorneys as authorized.

10. This AGREEMENT represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**APPROVAL OF AGREEMENT**

This Agreement shall become effective upon execution by the parties hereto:

FOR COLUMBIA ENERGY  
& ENVIRONMENTAL SERVICES, INC.:



Title: President

Date: 10/1/08

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR BENTON COUNTY, WASHINGTON:

\_\_\_\_\_  
Chairman, Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

Date: \_\_\_\_\_

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: October 13, 2008 Subject: Brutzmans Contract Completion Prepared By: Keith Mercer Reviewed By: Capt. Thompson, L. Smith Kelty	Execute Contract Pass Resolution     xxx Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

K

**SUMMARY & BACKGROUND INFORMATION**

Benton County entered into a contract on August 18, 2008 with Brutzman's Office Solutions for the installation of the moveable shelving purchased from Kardex Systems Inc., per resolution 08-724. The Jail Captain determined the project reached completion as of week ending October 3, 2008. There will be no Notice of Completion ad ran in the Tri-City Herald because the contract had a zero dollar amount. Kardex paid Brutzman's for the installation. The purpose for the notice of completion is to close out the contract by accepting the work performed.

**FISCAL IMPACT**

**\$0.00**

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE INSTALLATION OF THE MOVEABLE SHELVING LOCATED IN THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, Benton County entered into a contract on August 18, 2008 with Brutzman's Office Solutions, Kennewick, WA for the installation of the moveable shelving purchased from Kardex Systems Inc., per resolution 08-724; and

WHEREAS, the Jail Captain determined the project reached completion as of week ending October 3, 2008; NOW, THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the installation of the moveable shelving and considers this project complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: October 13, 2008 Subject: Icop amendment Prepared By: Keith Mercer Reviewed By: Capt. Keane, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u>  X</u> Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

On April 28, 2008 the Board approved the resolution for the Sheriff's Office to purchase 30 in-car video systems (SYSTEMS). ICOP has requested that we waive the performance bond requirement for the warranty period since the SYSTEMS were delivered, installed and have been working properly since May 16, 2008. The SYSTEMS are covered by a manufacturer's warranty, which expires May 22, 2009, and is anticipated to suffice in place of the originally considered performance bond. Legal Council and the Patrol Captain have discussed this matter and recommend eliminating provision 6b from the original contract.

**FISCAL IMPACT**

\$0.00

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED PURCHASE CONTRACT BETWEEN BENTON COUNTY AND ICOP DIGITAL, INC.

WHEREAS, the parties entered into a Purchase Contract dated April 28, 2008 via Resolution 08-481 (the "CONTRACT") to deliver (30) thirty ICOP in-car video camera systems along with the following peripherals: 1 ICOP Video Management System Software, 5 Docking Station Kits, 30 Collision Sensor Kits, 1 ICOP PC Observer Licenses (support up to 5 concurrent users), 10 Hard Drive 40 GB for ICOP Model 20/20 W, 11 ICOP Extreme Wireless Mic – additional Mic, 3 ICOP Extreme Wireless Mic – 3 bay hone/office charger, (hereinafter, collectively "SYSTEMS") to the Benton County Sheriff's Office located at 7122 W. Okanogan Pl, Kennewick, WA 99336; and

WHEREAS, the SYSTEMS were delivered on May 16, 2008; and

WHEREAS, the SYSTEMS have been installed and are working properly and are covered by a manufacturer's warranty which is anticipated to suffice in place of the originally considered performance bond, and

WHEREAS, the VENDOR has yet to procure the performance bond as required in provision 6b; and

WHEREAS, the COUNTY wishes to amend the purchase contract and waive the performance bond requirement; **NOW THEREFORE,**

**BE IT RESOLVED,** the Benton County Commissioners hereby approves the attached amended purchase contract and authorized the Chairman of the Board to sign the attached Purchase Contract Amendment between Benton County and ICOP Digital, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig      Sheriffs Office  
cc:        Auditor, R. Ozuna, ICOP

Prepared by: K. Mercer

# PURCHASE CONTRACT AMENDMENT

**THIS PURCHASE CONTRACT AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and ICOP Digital, Inc. hereinafter called "VENDOR".

**WHEREAS**, the parties entered into a Purchase Contract dated April 28, 2008 (the "CONTRACT") to deliver (30) thirty ICOP in-car video camera systems along with the following peripherals: 1 ICOP Video Management System Software, 5 Docking Station Kits, 30 Collision Sensor Kits, 1 ICOP PC Observer Licenses (support up to 5 concurrent users), 10 Hard Drive 40 GB for ICOP Model 20/20 W, 11 ICOP Extreme Wireless Mic – additional Mic, 3 ICOP Extreme Wireless Mic – 3 bay hone/office charger, (hereinafter, collectively "SYSTEMS") to the Benton County Sheriff's Office located at 7122 W. Okanogan Pl, Kennewick, WA 99336; and

**WHEREAS**, the SYSTEMS were delivered on May 16, 2008; and

**WHEREAS**, the SYSTEMS have been installed and are working properly and are covered by a manufacturer's warranty which is anticipated to suffice in place of the originally considered performance bond, and

**WHEREAS**, the VENDOR has yet to procure the performance bond as required in provision 6b; and

**WHEREAS**, the COUNTY wishes to amend the purchase contract and waive the performance bond requirement; and

**BE IT RESOLVED**, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Provision 6(b) is hereby eliminated
2. All other terms and conditions of the "CONTRACT" shall remain the same.

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

BENTON COUNTY

ICOP Digital, Inc

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Derick Shupe, CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Orig      Sheriffs Office  
cc:      Auditor, R. Ozuna, ICOP

K. Mercer

m

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON COUNTY AND BENTON COUNTY EMERGENCY MANAGEMENT.**

**WHEREAS**, Benton County Emergency Management, hereinafter called "BCEM", wishes to transfer existing equipment to Benton County, hereinafter called "COUNTY", to enhance the COUNTY'S capacities to provide field services and assistance to other agencies during emergencies and other large events; and

**WHEREAS**, BCEM and COUNTY have drafted a Memorandum of Understanding; and

**WHEREAS**, the Sheriff has reviewed the Memorandum of Understanding for completeness and recommends signing the Memorandum of Understanding; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Benton County Commissioners hereby approves the attached Memorandum of Understanding and authorized the Chairman of the Board to sign the attached Memorandum of Understanding between Benton County and Benton County Emergency Management.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

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

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

Orig      Sheriffs Office  
cc:        Auditor, R. Ozuna, BCEM

Prepared by: K. Mercer

**MEMORANDUM OF UNDERSTANDING**

**between**

**BENTON COUNTY EMERGENCY MANAGEMENT**

**and**

**BENTON COUNTY**

This agreement is entered into by and between

**Benton County Emergency Management,**

Herein **BCEM** and

**Benton County**

Herein **County**

WITNESSES THAT:

WHEREAS, **BCEM** will assign title to the Mobile Command Unit (MCU), purchased through State Homeland Security Program (SHSP) Grants and equipped partially through the Chemical Stockpile Emergency Preparedness (CSEPP) funding that has been jointly agreed upon for use by **the Benton County Sheriff's Office ("BCSO")** to enhance their capabilities to perform field services and assistance to other agencies during emergencies and other large events and;

WHEREAS, RCW 38.52 authorizes **BCEM** to enter into agreements for provision of emergency aid with other political subdivisions such as **County** and;

WHEREAS, The Interlocal Cooperation Act, RCW 39.34, authorizes political subdivisions to jointly exercise their powers, privileges, or authorities, with other political subdivisions through the execution of an Interlocal Cooperative Agreement; ;

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

A. **PURPOSE**

It is the purpose of this agreement to transfer existing equipment from **BCEM** and

provide equipment to **County** to enhance their capacities to provide field services and assistance to other agencies during emergencies and other large events. This equipment will be provided to **BCSO** through the Homeland Security Funding that is being administered in Benton County through **BCEM**. An equipment list will be developed jointly as to what equipment will be provided on and in the MCU.

B. RESPONSIBILITIES OF PARTIES

1. Responsibilities of Benton County Emergency Management.

- a. It shall be the responsibility of **BCEM** to transfer existing equipment and pay for services as listed on Attachment A as agreed to between the parties.
- b. **BCEM** reserves the right to perform subrecipient monitoring as required by SHSP and CSEPP agreements hereunder for any legal purpose pursuant to this Agreement.
- c. **BCEM** will not be responsible for any repair or replacement of provided equipment or for paid services required for the MCU for conditions other than what are listed in 2c.
- d. **BCEM** shall have no additional responsibilities under this Agreement.

2. Responsibilities of County

- a. It shall be the responsibility of **County**, to utilize the equipment agreed upon and provided under this agreement to support other agencies as requested during emergencies and other large events by providing the MCU for use..
- b. **County** will be responsible for maintenance, repair, replacement, or restocking as a result of any use of the MCU or will develop policies to secure same from agencies using the MCU.
- c. It shall be the responsibility of **County** to make the MCU available for Mobile Joint Information (MJIC) training, exercises, and responses as required by CSEPP to ensure that standards are met during a CSEPP event for the MJIC.
- d. **BCSO** will provide reasonably requested records and physical access to the MCU to **BCEM** for subrecipient monitoring upon reasonable notice.

C. PROPERTY MANAGEMENT

1. The MCU provided to **County** per this agreement shall be the property of **County** for the duration of this agreement.

2. **County** may not transfer any of the equipment provided by the SHSP Grant or CSEPP Funding to any other department/division or other jurisdictions without the consent of **BCEM**. County is not permitted to sell or transfer the MCU or the equipment inside without reimbursing appropriate State and Federal agencies as required in the SHSP and CSEPP funding agreements except as provided in the SHSP and CSEPP agreements.
3. If **BCSO** ceases to participate in MJIC for CSEPP during the term of the CSEPP program, the CSEPP supported equipment will then become property of **BCEM**.

D. ADMINISTRATION

**County** and **BCSO** shall designate representatives to administer this agreement

**County's Representative:**

**Captain Steve Keane**  
Benton County Sheriff's Office  
Bureau of Law Enforcement  
7122 W Okanogan Pl, Bldg A  
Kennewick, WA 99336

**BCEM's Representative**

**Robert E. Spencer, Manager**  
Benton County Emergency Management  
651 Truman Avenue  
Richland, Washington 99352

E. EFFECTIVE DATE

1. This Agreement shall be effective upon execution.
2. This Agreement shall continue until County determines it no longer wishes to own and provide the MCU for community use.
3. This Agreement may also be terminated upon mutual agreement of the parties.

F. INDEMNIFICATION

1. County does hereby release and hold harmless BCEM, any municipalities located in Benton County or their officials, employees, agents, or assigns from liability that may accrue to them during an emergency, disaster, training, or exercise as a result of BCSO's improper maintenance, use or operation of the MCU;

2. **BCEM** does hereby release and hold harmless **BCSO**, the County of Benton, any municipalities located in Benton County or their elected and appointed officials, employees, agents, or assigns, from liability for time and monies expended during an emergency, disaster, training, exercise, and /or damage to equipment during the Chemical Stockpile Emergency Preparedness Program or other use of the MCU by BCEM for the duration of this Agreement.
3. **County** and **BCEM** agree and understand that any liability of either party shall be governed by RCW 38.52.180.

G. NONDISCRIMINATION

During the performance of this Agreement, both parties agree to comply with all applicable federal, state, and Benton County laws regarding nondiscrimination and specifically agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, marital status, disabled or Vietnam era veteran status, or the presence of any sensory, mental, or physical handicap.

H. ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.

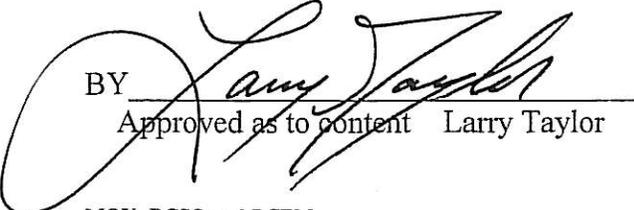
I. AMENDMENTS

This Agreement can be amended by the mutual approval of the **BCEM** and **County** in writing.

J. LEGAL REQUIREMENTS

Both Parties represent that they and their representatives who sign this Agreement are authorized to do so. The venue of any dispute hereunder shall be in the Superior Court of Benton County, Washington.

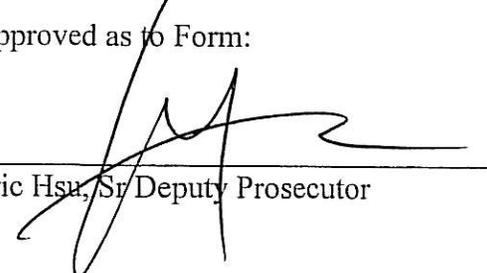
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the \_\_\_ day of \_\_\_\_\_, 2008.

BY  Approved as to content Larry Taylor

DATE 10-2-2008

Benton County Sheriff

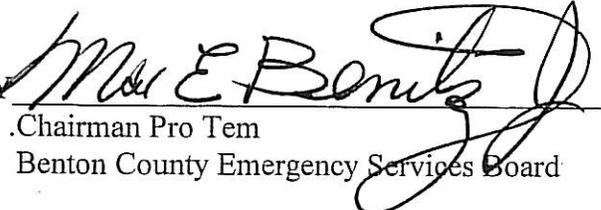
Approved as to Form:

  
Eric Hsu, Sr Deputy Prosecutor

DATE 10/1/08

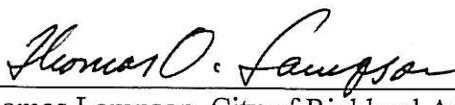
\_\_\_\_\_  
Claude Oliver, Chairman  
Benton County Board of County Commissioners

DATE \_\_\_\_\_

BY   
.Chairman Pro Tem  
Benton County Emergency Services Board

DATE 10-1-08

Approved as to form:

BY   
Thomas Lampson, City of Richland Attorney

DATE 9/30/08

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: October 13, 2008 Subject: Olympic extension agreement Prepared By: Keith Mercer Reviewed By: Sheriff Taylor	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

Benton County entered into a contract with Olympic Security on January 1, 2005 for security services for the Benton County Sheriff's Office in Kennewick, Washington. The contract may be extended for four (4) subsequent one-year periods on mutual written agreement of the parties. The contract was extended for the calendar years 2006, 2007, and 2008. The Sheriff's office is satisfied with the services provided by Olympic Security and wishes to extend the contract through December 31, 2009. This is the final year the contract can be extended. A new contract will be brought before the Board for the calendar year 2010.

The Sheriff wasn't able to sign the Extension Agreement because I didn't have the approved extension agreement from the Prosecuting Attorneys office before he left for the Sheriff's and Captains meeting. The Sheriff will sign the Extension Agreement before it is sent to Olympic Security.

**FISCAL IMPACT**

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT EXTENSION AGREEMENT BETWEEN BENTON COUNTY AND OLYMPIC SECURITY SERVICES INC.**

**WHEREAS**, the Benton County and Olympic Security Services Inc. entered into a Professional Service Contract for screen station guard services on January 1, 2001; and

**WHEREAS**, the Benton County was satisfied with the services provided by Olympic Security Services Inc. and entered into a new contract January 1, 2005 through December 31, 2005; and

**WHEREAS**, the contract provides for the extension of the contract for four (4) subsequent one year periods upon the terms specified in the contract, which have been made for 2006, 2007, and 2008; and

**WHEREAS**, Benton County is satisfied with the services provided by Olympic Security Services Inc. and wish to extend the contract for calendar year 2009 with a change to Section III: Cost and Payments. "Contractor may charge the County for the Supervisor at a rate of \$14.45 per hour worked effective October 1, 2008 through the term of this Agreement." **NOW, THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners hereby approves the attached contract extension agreement and authorized the Chairman of the Board to sign the attached Contract Extension Agreement between Benton County and Olympic Security Services Inc.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

Orig     Sheriffs Office  
cc:     Auditor, R. Ozuna, Olympic

Prepared by: K. Mercer

## CONTRACT EXTENSION AGREEMENT

**THIS CONTRACT EXTENSION AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between Benton County, Washington hereinafter called "COUNTY" and Olympic Security Services, Inc. hereinafter called "CONTRACTOR".

**WHEREAS**, the parties entered into a Contract dated January 1, 2005, whereby the CONTRACTOR would provide security services in 2005 for the Benton County Sheriff's Office in Kennewick, Washington operated by the COUNTY; and

**WHEREAS**, the contract specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended for four (4) subsequent one year periods on mutual written agreement of the parties; and

**WHEREAS**, the contract was extended for the calendar year 2006, calendar year 2007, and for calendar year 2008; and

**WHEREAS**, the parties wish to extend the contract terms and conditions for calendar year 2009 with a change to Section III: Cost and Payments. "Contractor may charge the County for the Supervisor at a rate of \$14.45 per hour worked effective October 1, 2008 through the term of this Agreement." and

**NOW, THEREFORE**, in consideration of the payments, provisions, and agreements set forth herein, the parties agree as follows:

1. Notwithstanding prior amendments and the provisions in SECTION II, to extend the contract for the calendar year 2009 expiring at the end of December 31, 2009.
2. The following shall be added to SECTION III: COST AND PAYMENTS of the Contract for Screening Station Guard Services:  
Contractor may charge the County for the Supervisor at a rate of \$14.45 per hour worked effective October 1, 2008.

This Contract Extension Agreement, the Contract Extension, the Contract and Contract Documents consisting of the Invitation to bid, Conditions and Instructions, Specifications, and Bid Proposal, including all the provisions thereof, constitute an entire and integrated agreement between the parties. All other terms and conditions shall remain in same.

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

BENTON COUNTY

Olympic Security Services, Inc.

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Mark Vinson

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Title

Approved as to Content:

Date: \_\_\_\_\_

\_\_\_\_\_  
Larry D. Taylor, Sheriff

Approved as to Form

\_\_\_\_\_  
Eric Hsu, Deputy Prosecuting Attorney

Ross B. Dunfee, P.E.  
Director / County Engineer  
Steven W. Becken  
Asst. Director / Asst. Co. Engineer

# Benton County

## Department of Public Works

Area Code 509  
Prosser 786-5611  
Tri-Cities 736-3084  
Ext. 5664  
Fax 786-5627

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954

October 7, 2008

9:05

Board of County Commissioners  
Benton County Courthouse  
Prosser, WA 99350

RE: Proposed Right of Way Vacation  
Unimproved Right of Way of Jericho Court  
Section 22-8-28  
CE 1912 VAC

Commissioners:

In accordance with a notice posted September 22, 2008 and with the publication of the Notice of Public Hearing in the Tri City Herald, the following report is submitted.

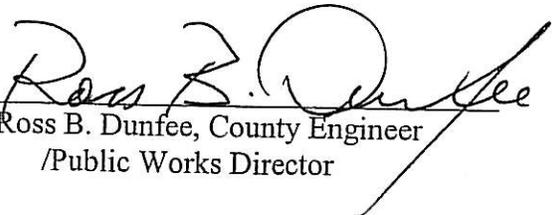
We have reviewed and examined the right of way proposed for vacation and abandonment. The attached print depicts said right of way. The right of way requested for vacation and abandonment is a 60.00' wide strip of land currently being the Northerly extension of Jericho Court lying Southerly of I-182, located in Section 22 Township 9 North, Range 28 East. The original right of way was granted to Benton County by The Plat of Badger Heights Subdivision, which was recorded on January 8, 1954 in Volume 5 of Plats, Page 11.

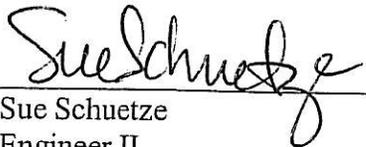
The existing improved or paved portion of Jericho Court was constructed during the I-182 construction by the Washington State Department of Transportation in 1983.

One utility responded to our inquiry of existing facilities. Verizon has an existing facility within the right of way and will thus need an easement granted as one of the conditions that will need to be met, if the right of way is vacated.

It is our opinion that it is not in the interest of the County to retain the right of way shown on the attached map and the public will be benefited by the vacation and abandonment of said right of way. It is also our opinion that it is not advisable to retain the right of way for the County road system of the future.

Sincerely,

  
Ross B. Dunfee, County Engineer  
/Public Works Director

  
Sue Schuetze  
Engineer II

**Sue Schuetze - Jericho Rd Right of Way Vacation**

---

**From:** <shawn.m.mcvay@verizon.com>  
**To:** "Sue Schuetze" <sue\_schuetze@co.benton.wa.us>  
**Date:** 9/23/2008 2:56 PM  
**Subject:** Jericho Rd Right of Way Vacation

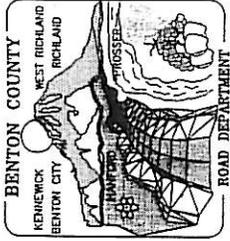
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Sue,

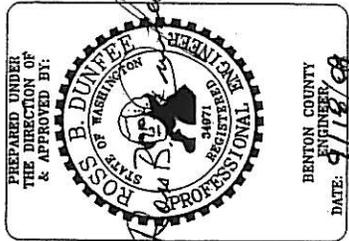
Please note that Verizon has existing facilities within this right of way, and thus requests a utility easement be granted to cover the path of those facilities upon vacating the right of way.

Thanks.

-----  
Shawn McVay  
Engineer  
Network Engineering  
Verizon Northwest  
(509)-735-5318



UNIMPROVED  
RIGHT OF WAY IN  
BADGER HEIGHTS  
SUBDIVISION-  
JERICHO COURT  
CE 1912 VAC

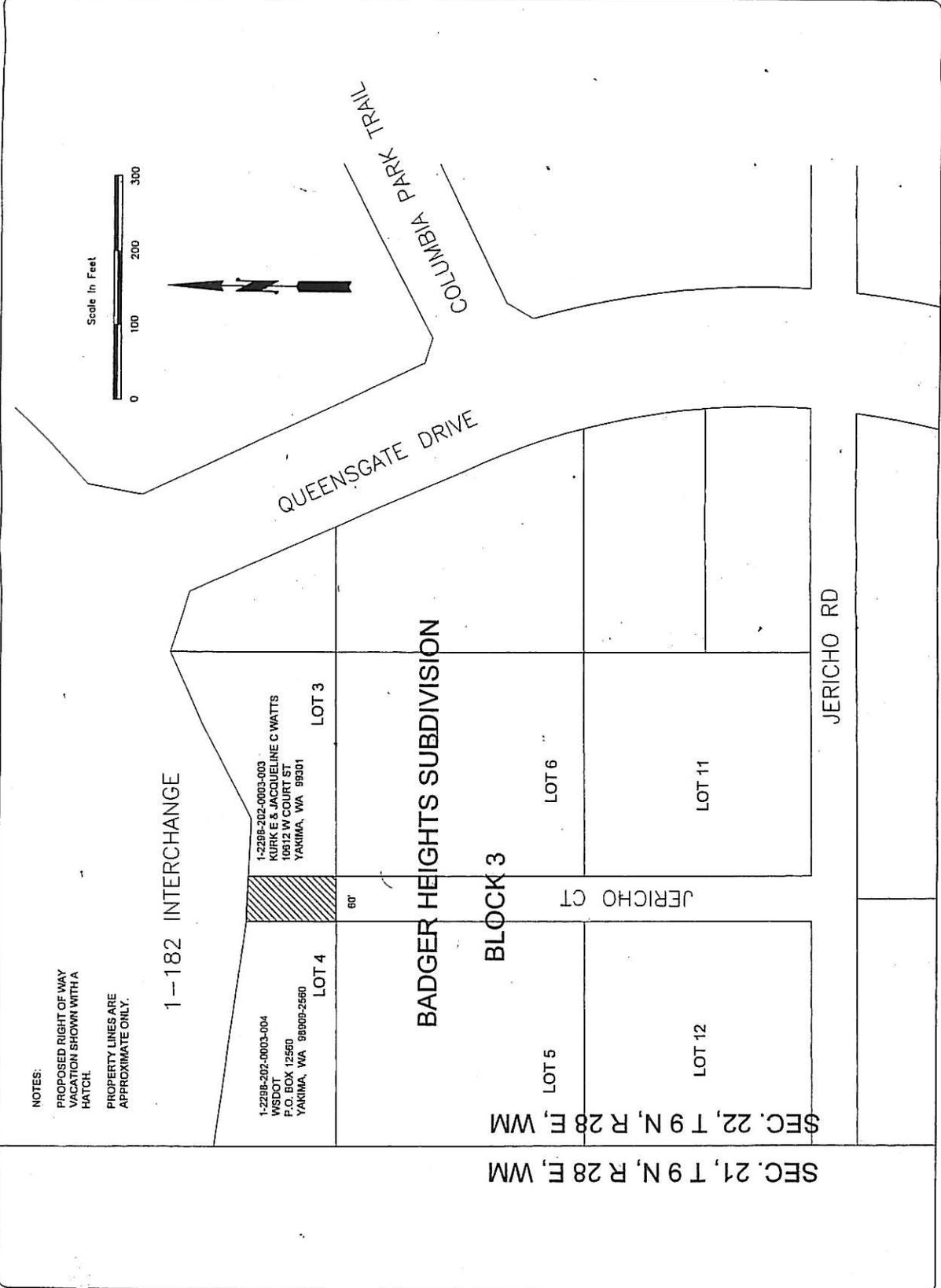


BENTON COUNTY  
ENGINEER  
DATE: 9/12/08  
CALL TWO WORKING DAYS  
BEFORE YOU DIG  
1-800-424-5855  
ALL WORKING DAYS AND STRUCTURES  
ARE NOT SUBJECT TO THE USCAJ  
STREETS ARE APPROXIMATE. THE CONTRACTOR  
UNDERSTANDING A MOBILE GRADING EXISTING  
OR FUTURE. NOTIFY DISTRICT FOR RESOLUTION  
OF CONFLICTS.

DRN:	L.S.S.
DATE:	SEPT 16, 2008
SCALE:	SEE BAR SCALE
REVISION:	

PLAN SHEET

SHEET 1 OF 1

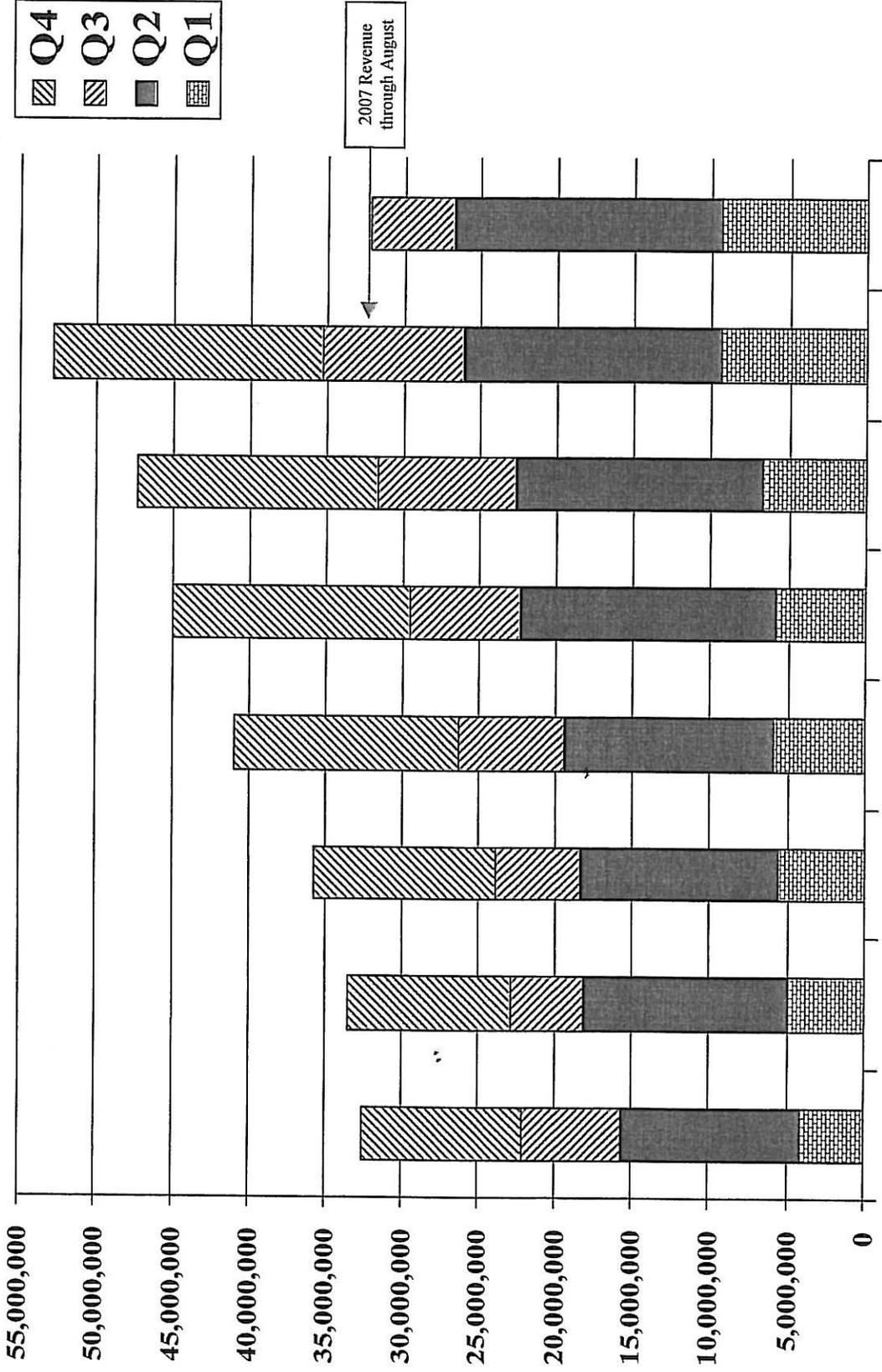


Benton County  
Financial Analysis  
For the Month Ending August 31, 2008

9:10

Q:10

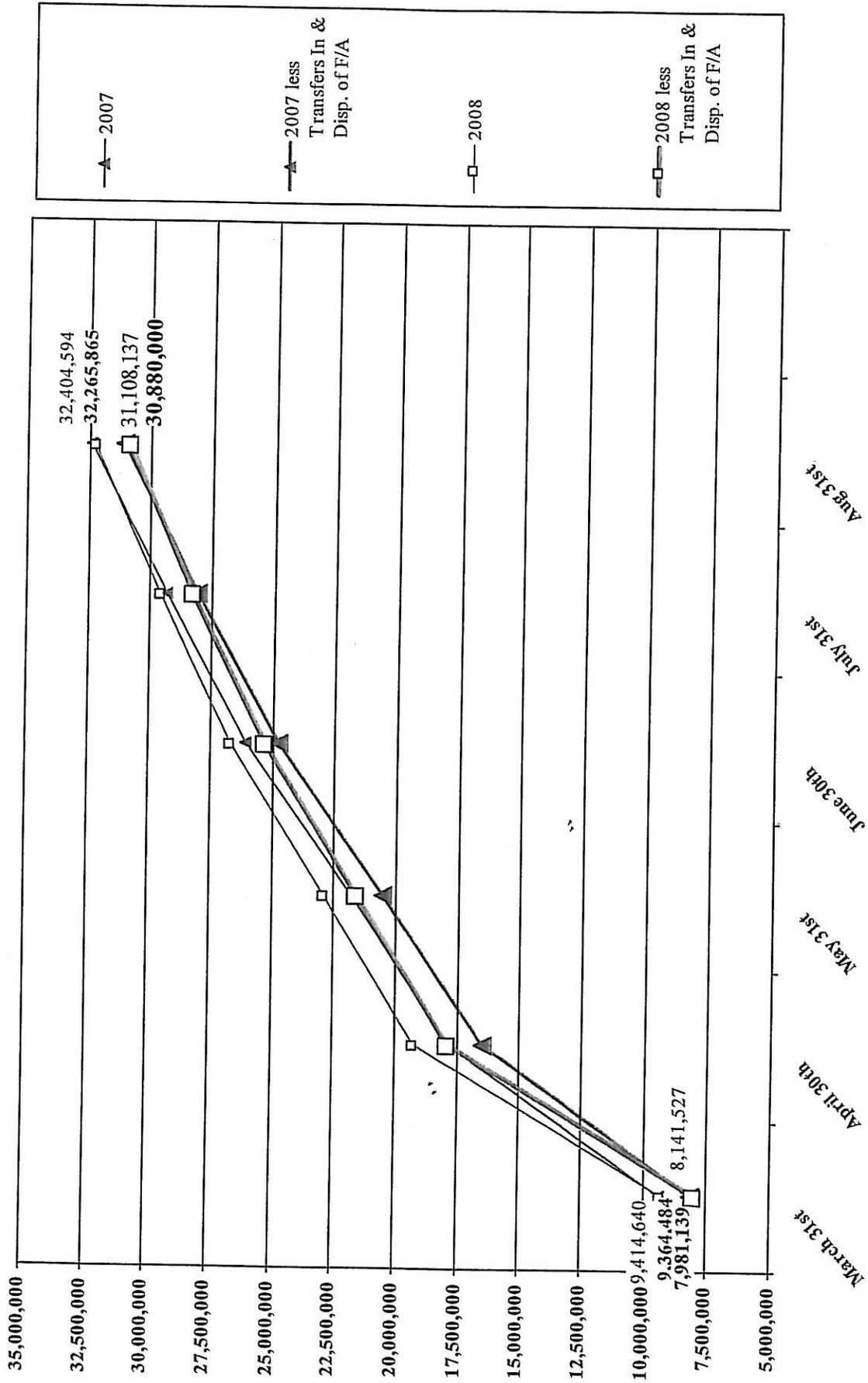
# Current Expense Quarterly Revenue Comparison in \$



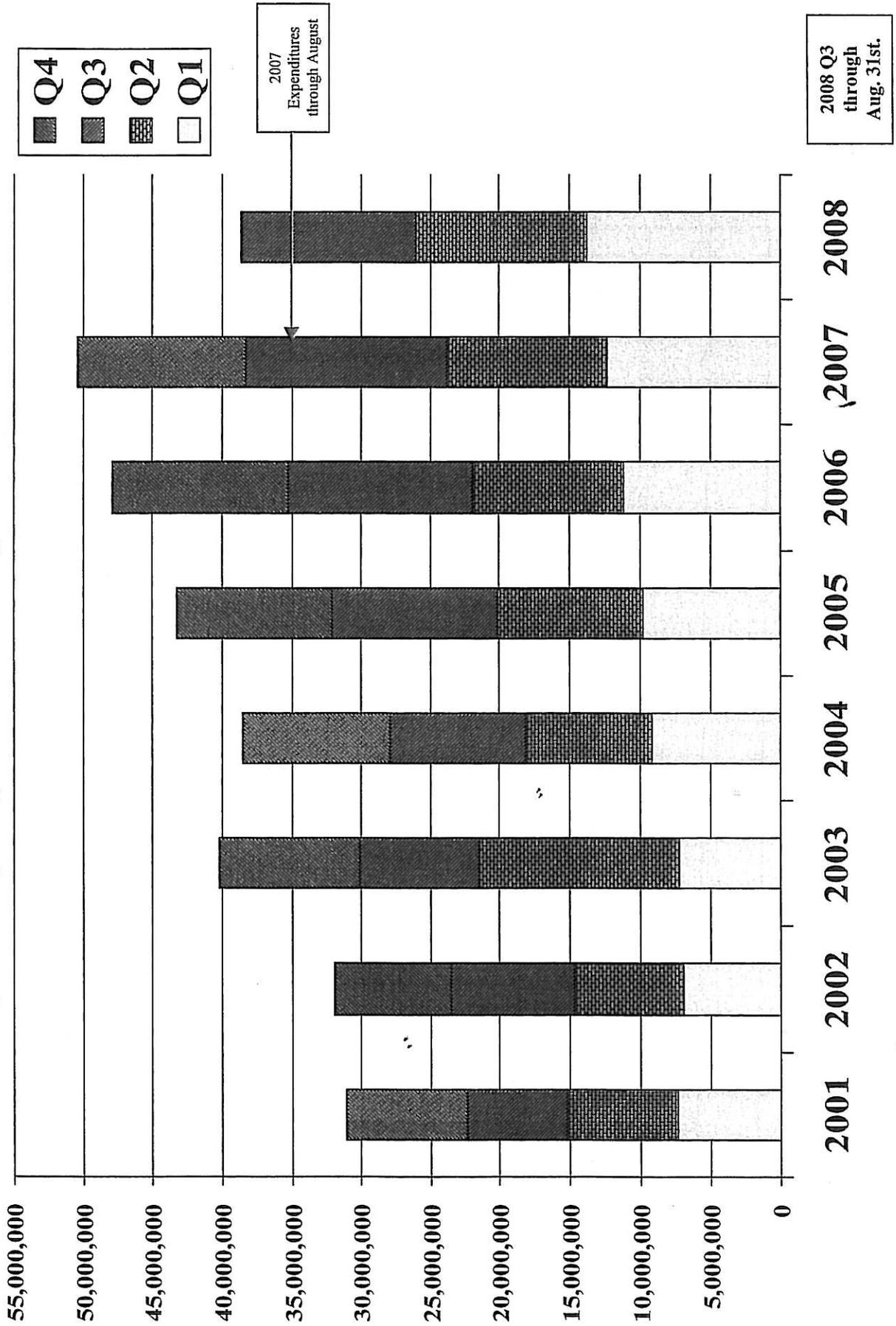
2001 2002 2003 2004 2005 2006 2007 2008

2008 Q3  
through  
Aug. 31st.

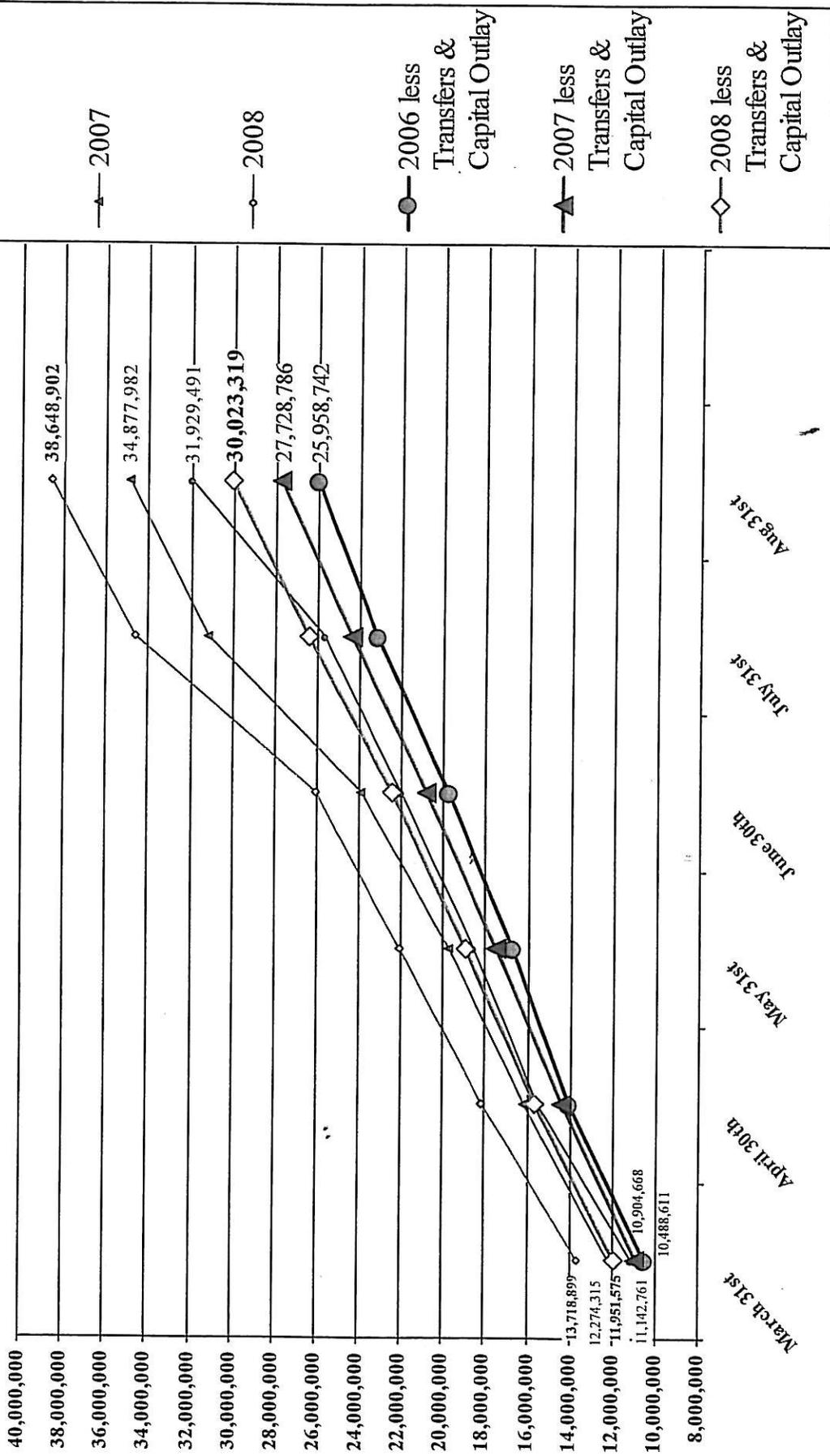
# Current Expense - Cumulative Revenue Comparisons in \$



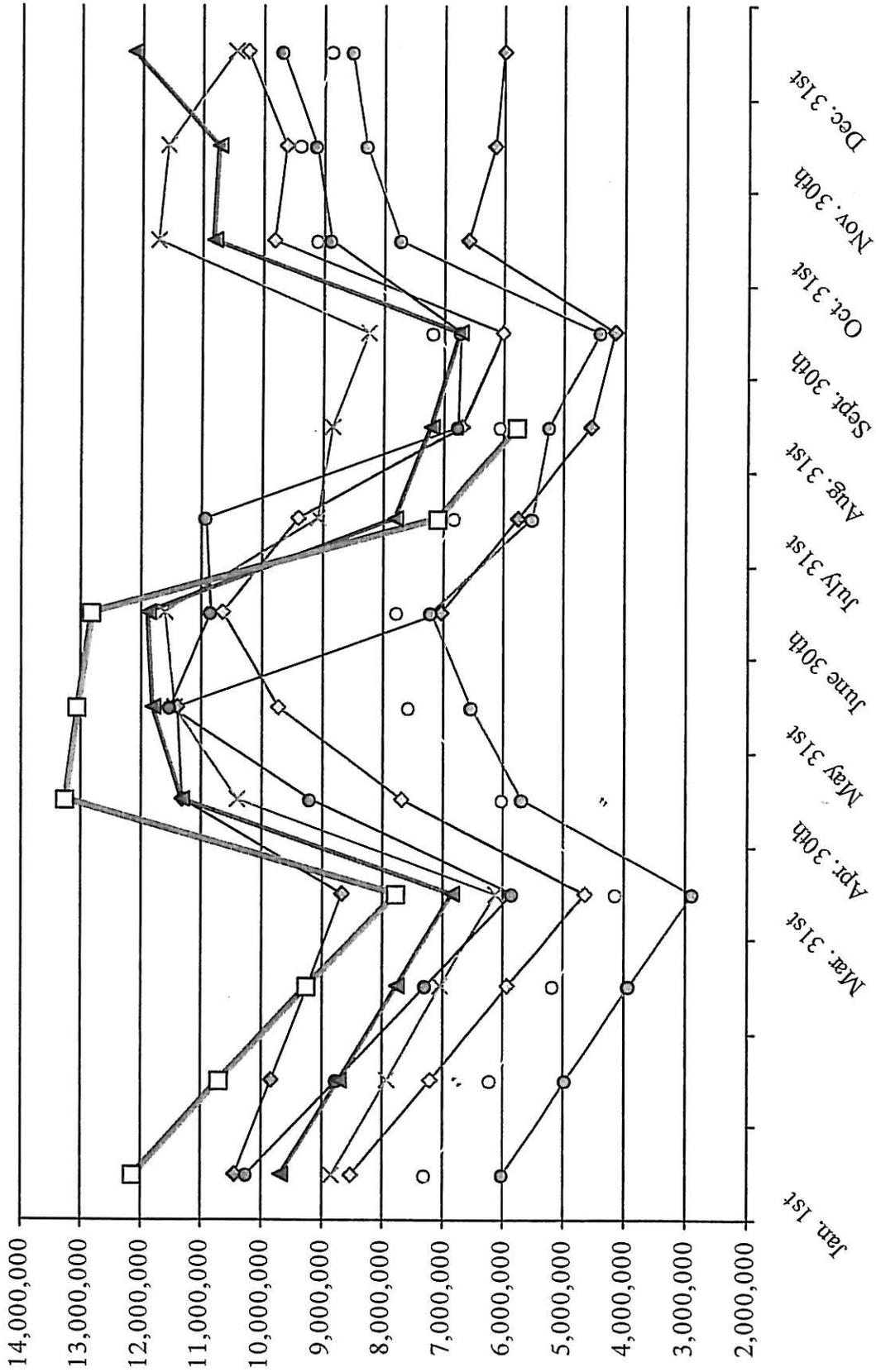
# Current Expenditure Quarterly Expenditure Comparison in \$



# Current Expense Cumulative Expenditures Comparisons in \$

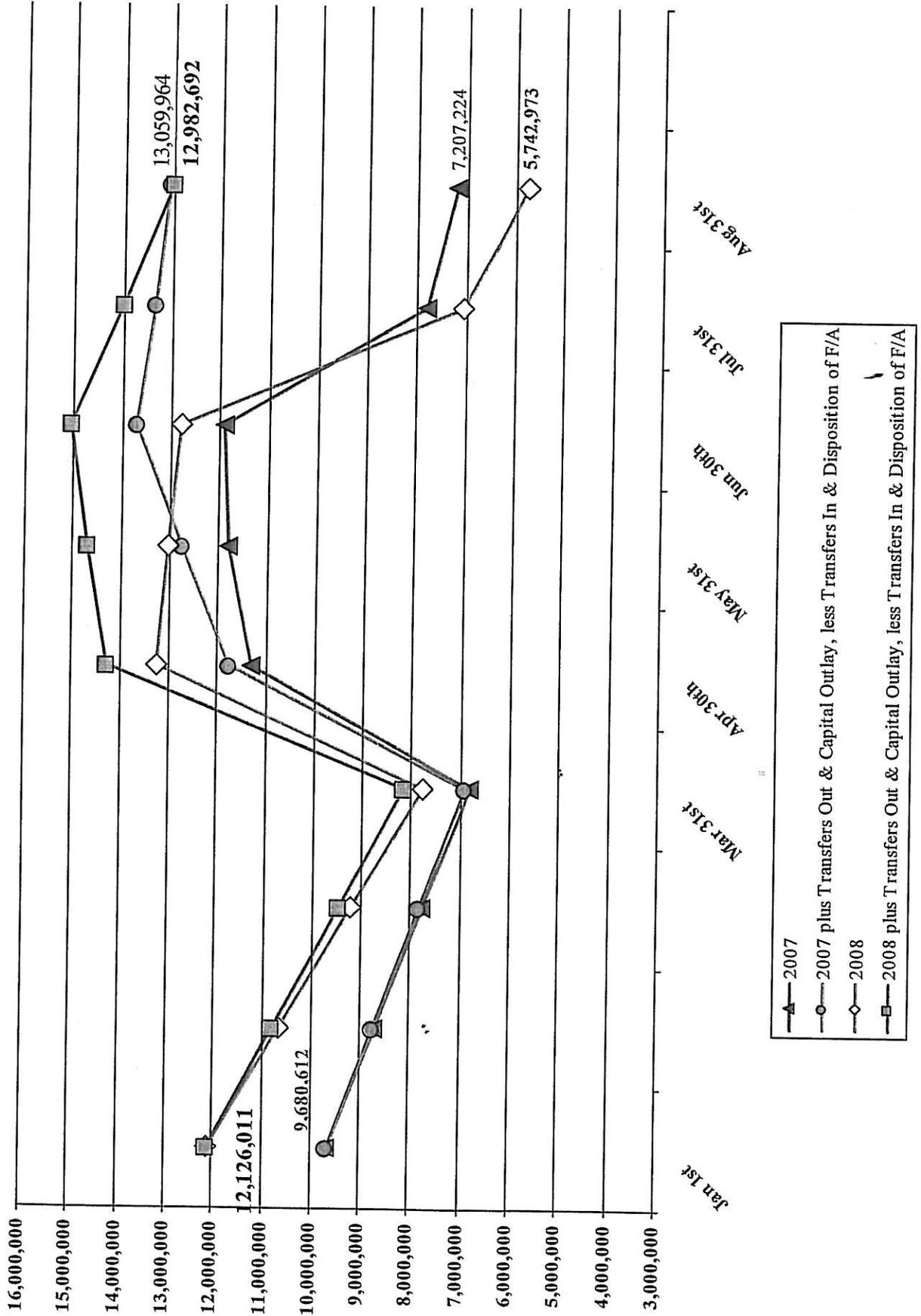


# Current Expense Fund Balance Trends in \$



2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008

# Current Expense - Fund Balance Analysis in \$



▲ 2007  
 ● 2007 plus Transfers Out & Capital Outlay, less Transfers In & Disposition of F/A  
 ◆ 2008  
 ■ 2008 plus Transfers Out & Capital Outlay, less Transfers In & Disposition of F/A

# CURRENT EXPENSE

## FUND BALANCE COMPARISON

	2001	2002	2003	2004	2005	2006	2007	2008
Actual Beginning Fund Balance	\$ 7,260,245	\$ 8,834,272	\$ 10,423,114	\$ 5,994,906	\$ 8,510,304	\$ 10,242,415	\$ 9,680,612	\$ 12,126,011
Budgeted Revenues	30,426,780	31,773,974	36,170,700	39,741,192	41,338,152	43,887,926	47,916,333	51,223,862
Budgeted Expenditures	(32,670,700)	(34,119,930)	(42,554,202)	(40,072,453)	(44,589,550)	(49,141,700)	(51,862,651)	(57,186,215)
Budgeted Year-end Fund Balance	5,016,325	6,488,316	4,039,612	5,663,645	5,258,906	4,988,641	5,734,294	\$ 6,163,658
Revenue Over (Under)	2,183,286	1,759,882	(414,152)	1,266,369	3,608,164	3,452,112	4,905,146	
Expenditures Over (Under)	(1,634,661)	(2,174,916)	(2,369,446)	(1,580,290)	(1,375,345)	(1,239,859)	(1,486,571)	
Actual Year-end Fund Balance	\$8,834,272	\$10,423,114	\$5,994,906	\$8,510,304	\$10,242,415	\$9,680,612	\$12,126,011	
Over (Under) Budgeted Fund Balance	\$ 3,817,947	\$ 3,934,798	\$ 1,955,294	\$ 2,846,659	\$ 4,983,509	\$ 4,691,971	\$ 6,391,717	
% Over (Under)	76.1%	60.6%	48.4%	50.3%	94.8%	94.1%	111.5%	
% Over (Under) Revenues	7.2%	5.5%	(1.1%)	3.2%	8.7%	7.9%	10.2%	
% Over (Under) Expenditures	(5.0%)	(6.4%)	(5.6%)	(3.9%)	(3.1%)	(2.5%)	(2.9%)	

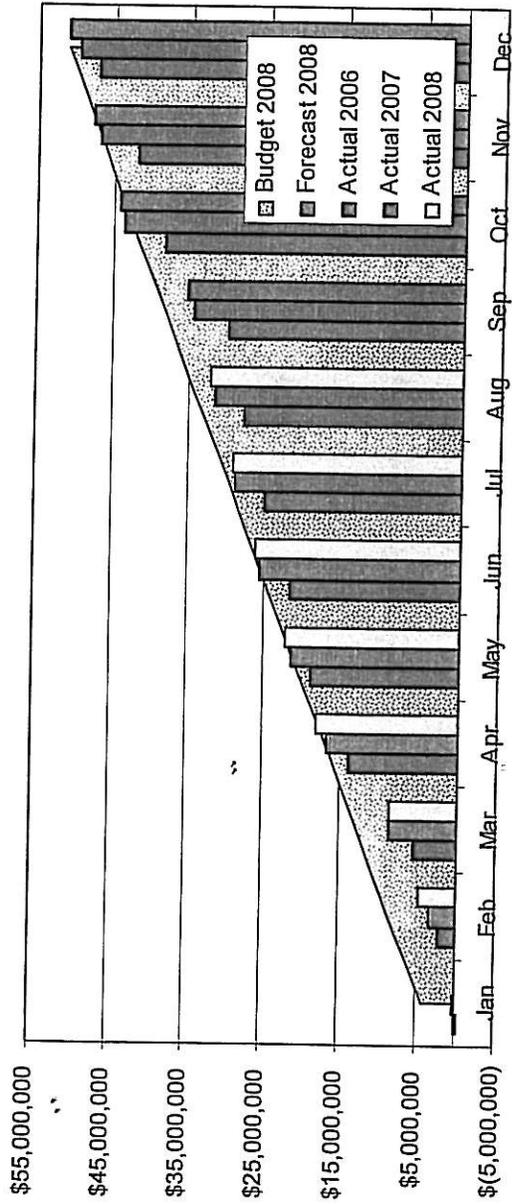
# Benton County

## 2008 Revenue Budget to Actuals\*

(Monthly Financial Report pg 17 – Total Revenues)

(\* includes Monthly Accruals & Receivables Aging)

### Total Current Expense Revenues, 2006 - 2008

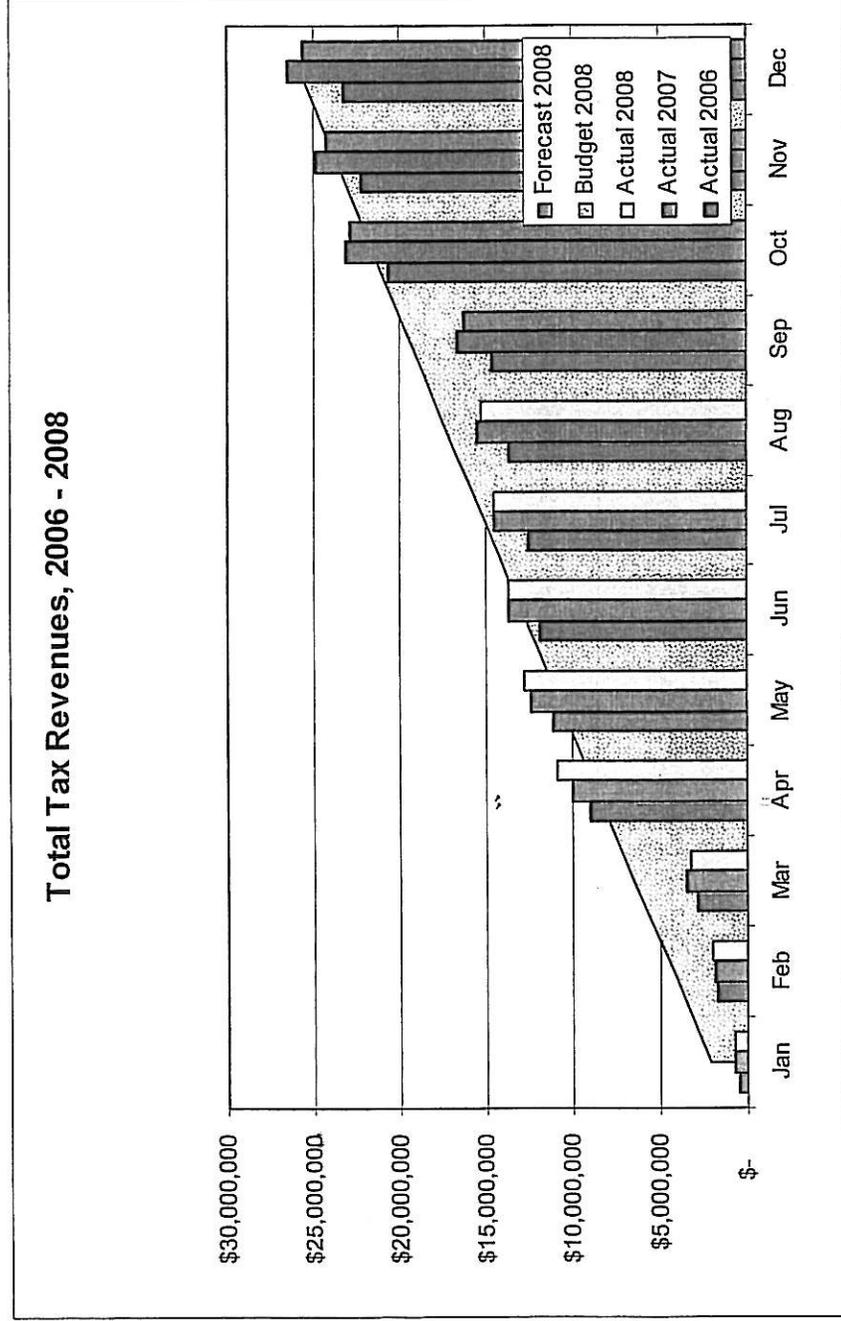


# Benton County

## 2008 Revenue Budget to Actuals \*

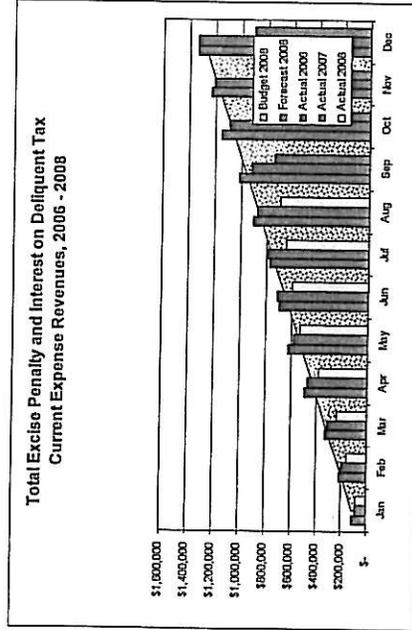
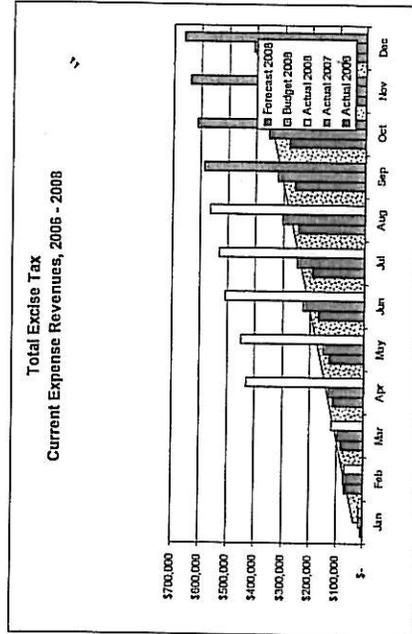
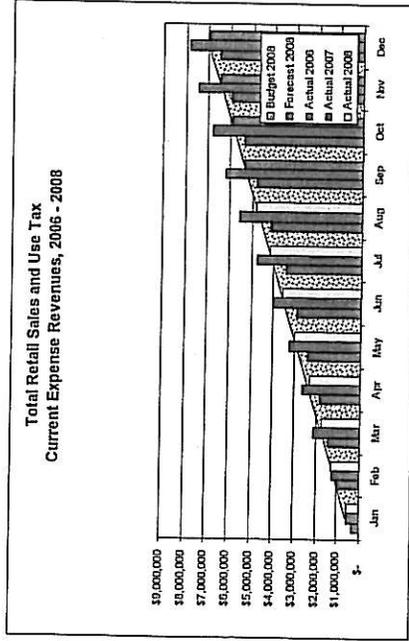
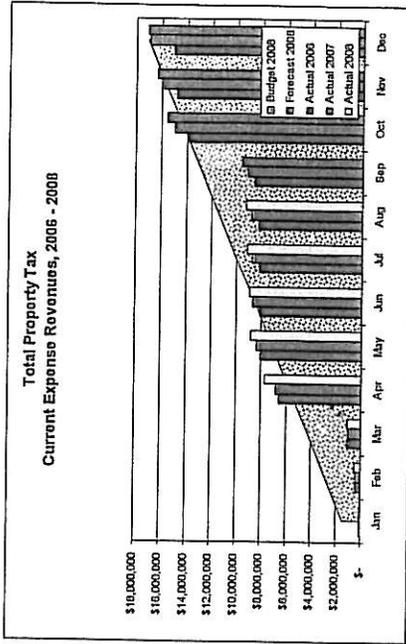
(Monthly Financial Report pg 16 – Total Tax Revenues)

(\* includes Monthly Accruals & Receivables Aging)



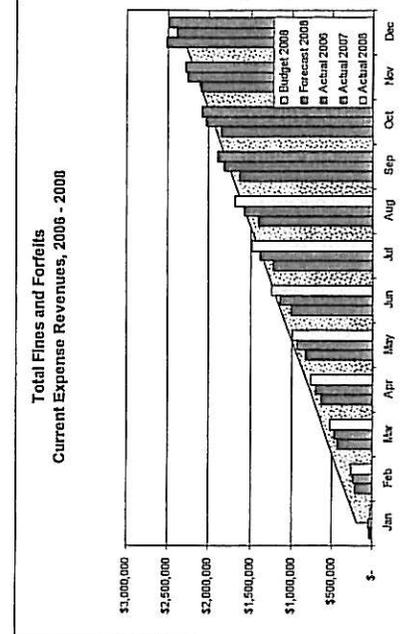
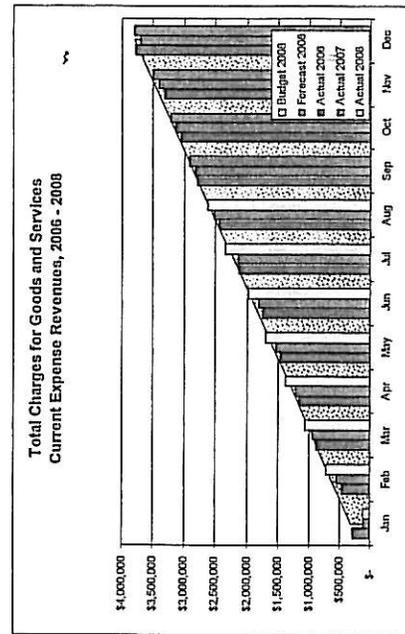
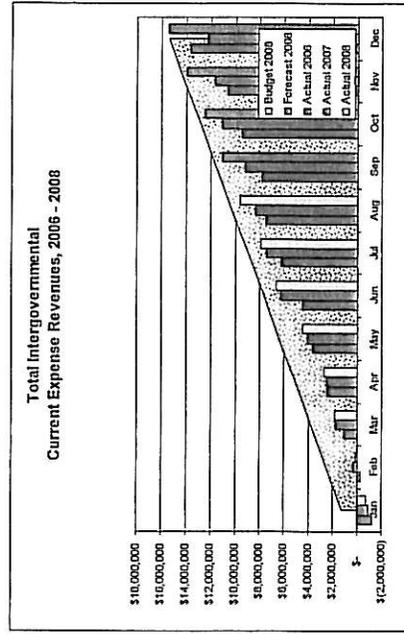
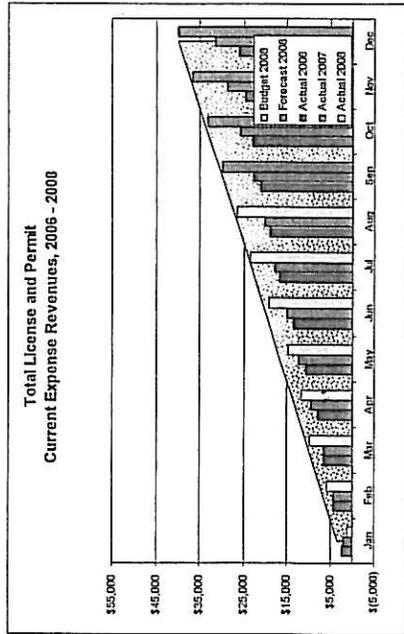
# Benton County

## 2008 Revenue Budget to Actuals \* (Monthly Financial Report pg 16 – Tax Categories) (\* includes Monthly Accruals & Receivables Aging)



# Benton County

2008 Revenue Budget to Actuals \*  
 (Monthly Financial Report pgs 16-17 – Total Other Revenue)  
 (\*includes Monthly Accruals & Receivables Aging)

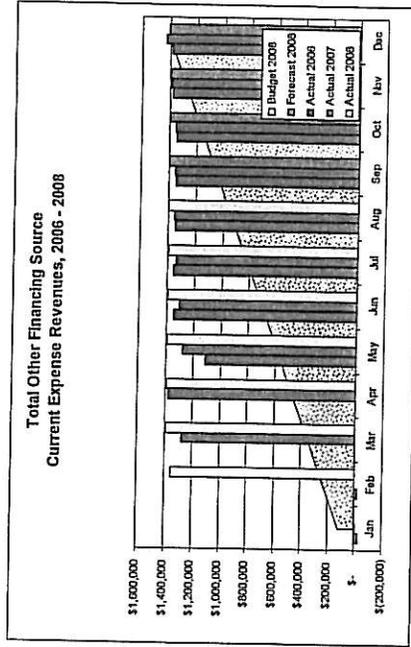
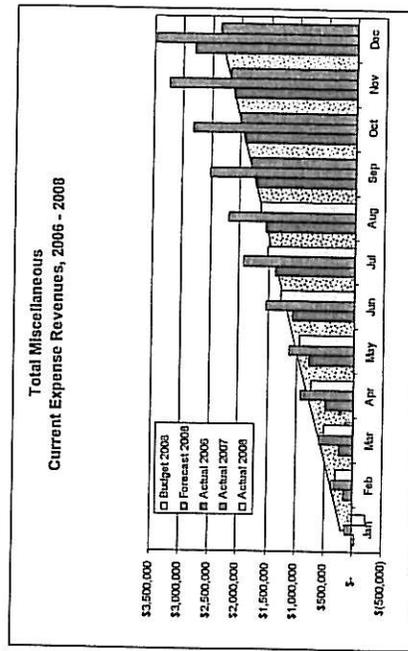


# Benton County

## 2008 Revenue Budget to Actuals \*

(Monthly Financial Report pg 17 – Total Other Revenue)

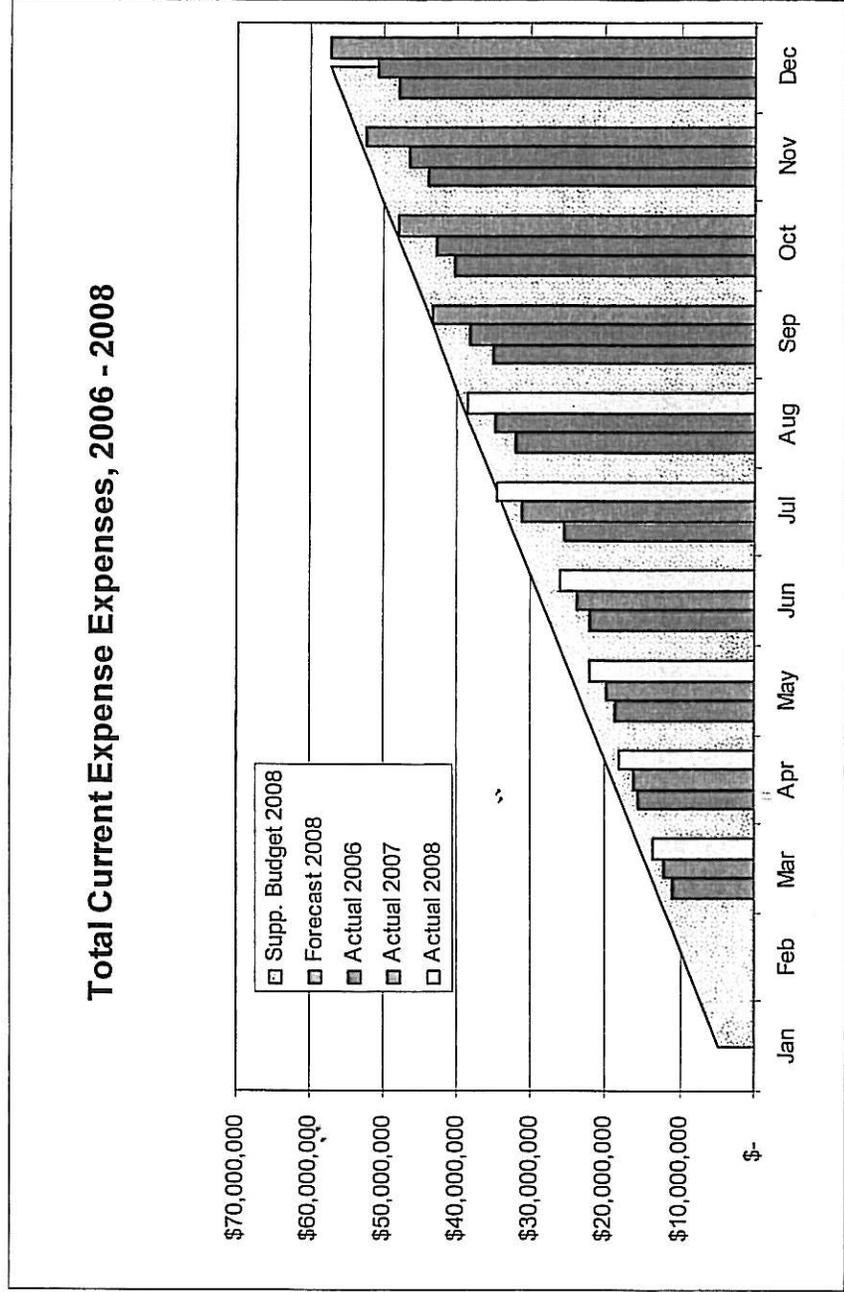
(\* includes Monthly Accruals & Receivables Aging)



# Benton County

## 2008 Expenditures Budget to Actuals

(Monthly Financial Report pg 25 – Total Expenditures)



# CURRENT EXPENSE FUND BALANCE COMPARISON

	2001	2002	2003	2004	2005	2006	2007	2008
Actual Beginning Fund Balance	\$ 7,260,245	\$ 8,834,272	\$ 10,423,114	\$ 5,994,906	\$ 8,510,304	\$ 10,242,415	\$ 9,680,612	\$ 12,126,011
Budgeted Revenues	30,426,780	31,773,974	36,170,700	39,741,192	41,338,152	43,887,926	47,916,333	51,223,862
Budgeted Expenditures	(32,670,700)	(34,119,930)	(42,554,202)	(40,072,453)	(44,589,550)	(49,141,700)	(51,862,651)	(57,186,215)
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Revenue Over (Under)	2,183,286	1,759,882	(414,152)	1,266,369	3,608,164	3,452,112	4,905,146	(5,289)
Expenditures Over (Under)	(1,634,661)	(2,174,916)	(2,369,446)	(1,580,290)	(1,375,345)	(1,239,859)	(1,486,571)	(1,429,655)
Actual Year-end Fund Balance	\$8,834,272	\$10,423,114	\$5,994,906	\$8,510,304	\$10,242,415	\$9,680,612	\$12,126,011	\$7,588,024
Over (Under) Budgeted Fund Balance	\$ 3,817,947	\$ 3,934,798	\$ 1,955,294	\$ 2,846,659	\$ 4,983,509	\$ 4,691,971	\$ 6,391,717	\$ 1,424,366
% Over (Under)	76.1%	60.6%	48.4%	50.3%	94.8%	94.1%	111.5%	23.1%
% Over (Under) Revenues	7.2%	5.5%	(1.1%)	3.2%	8.7%	7.9%	10.2%	(0.0%)
% Over (Under) Expenditures	(5.0%)	(6.4%)	(5.6%)	(3.9%)	(3.1%)	(2.5%)	(2.9%)	(2.5%)

# Questions

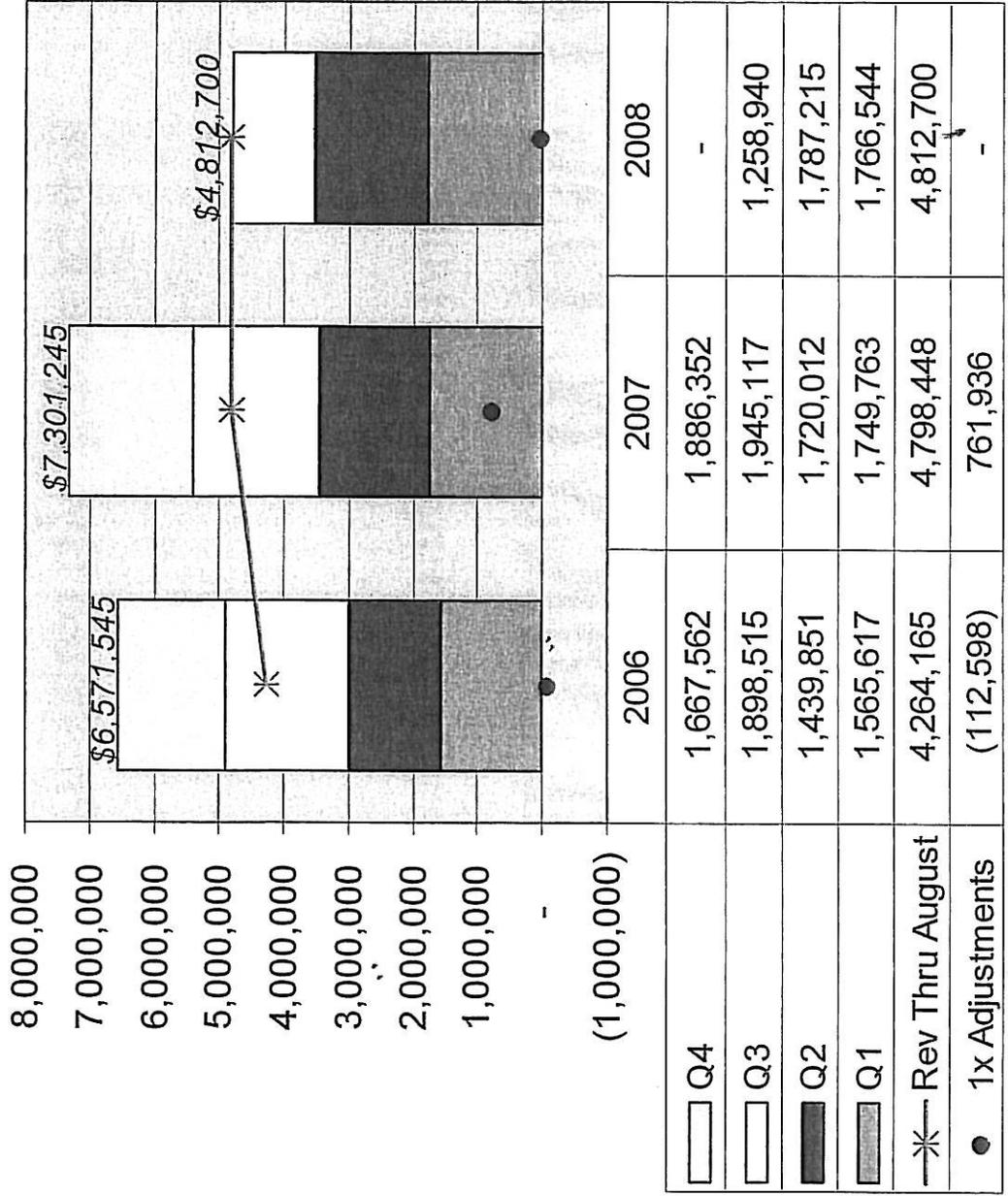
# Retail Sales & Use Tax

Period Ending 8/31/08

Presented By: Erhiza Rivera  
Benton County Treasurer's Office

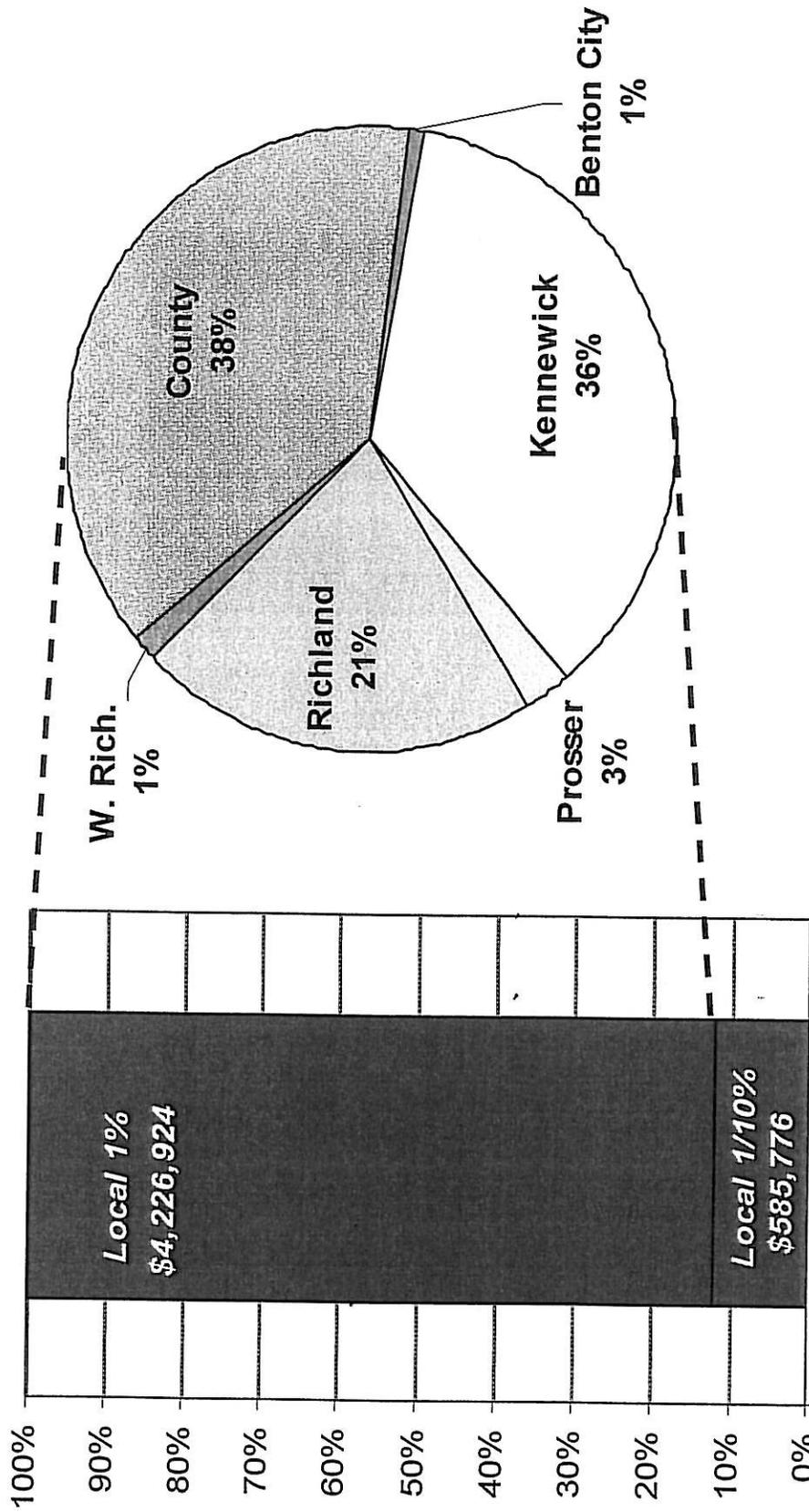
# Total Retail Sales & Use Tax

## Revenue Comparison to Prior Years



# 2008 Revenue Distribution Thru August

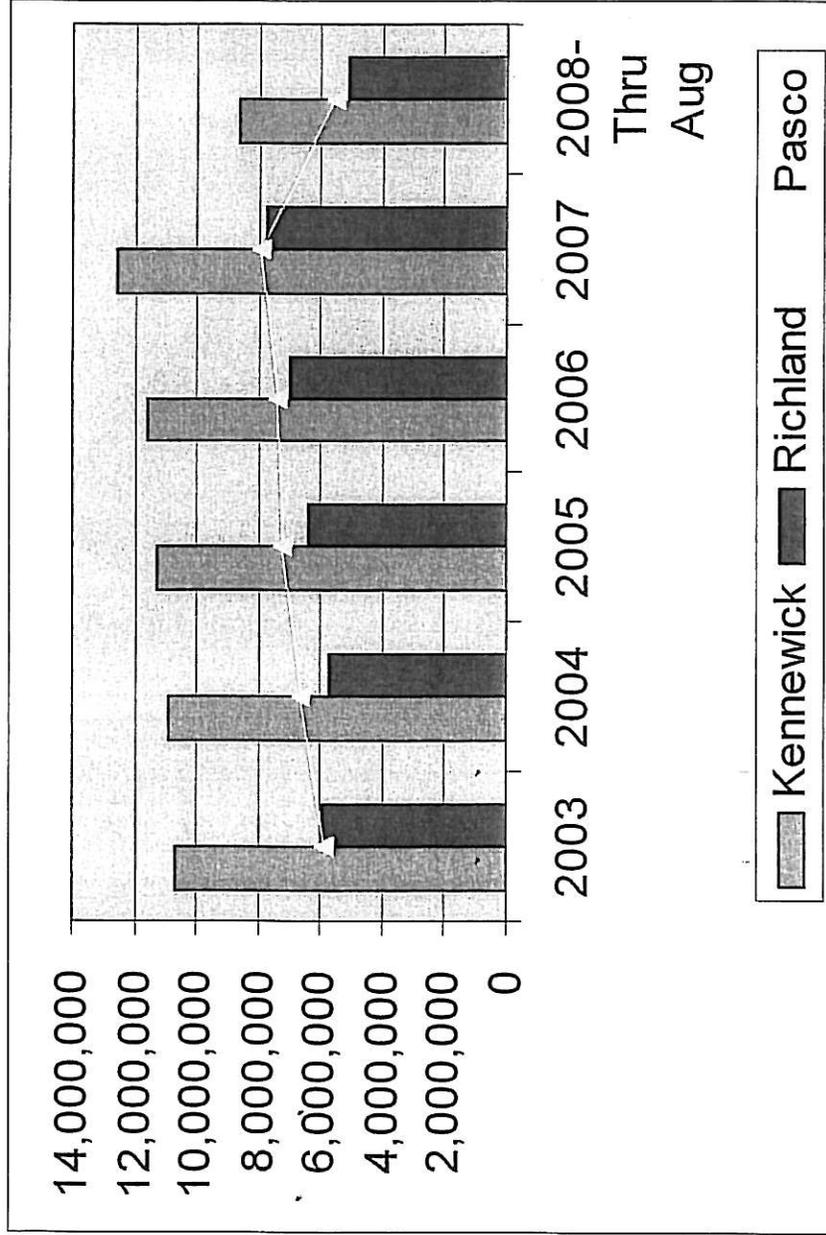
## By Source & Location



2008

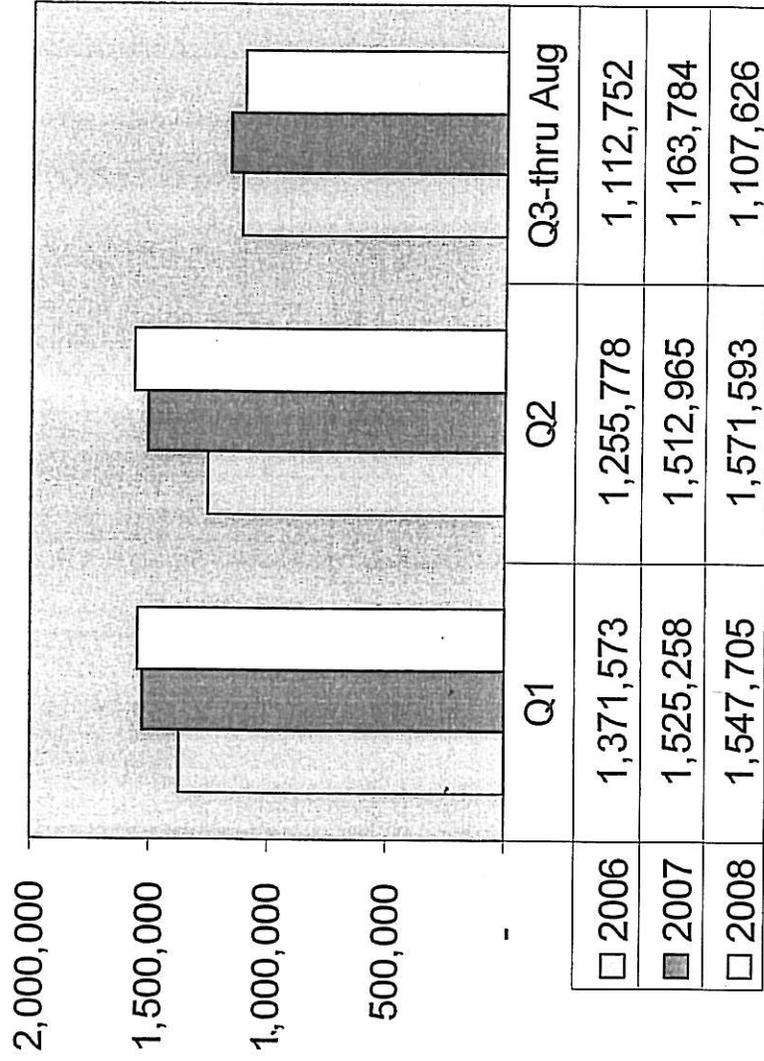
# Annual Local Distribution Comparison

## Pasco, Kennewick, & Richland



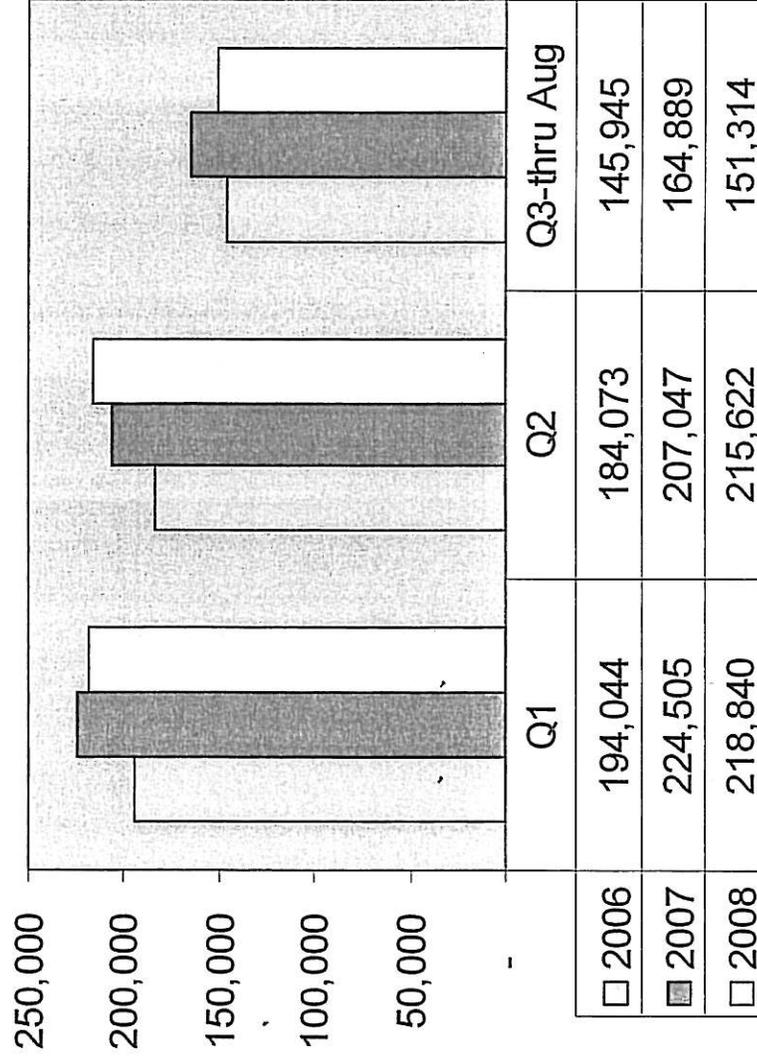
# Local 1%

## Quarterly Comparison to Prior Periods



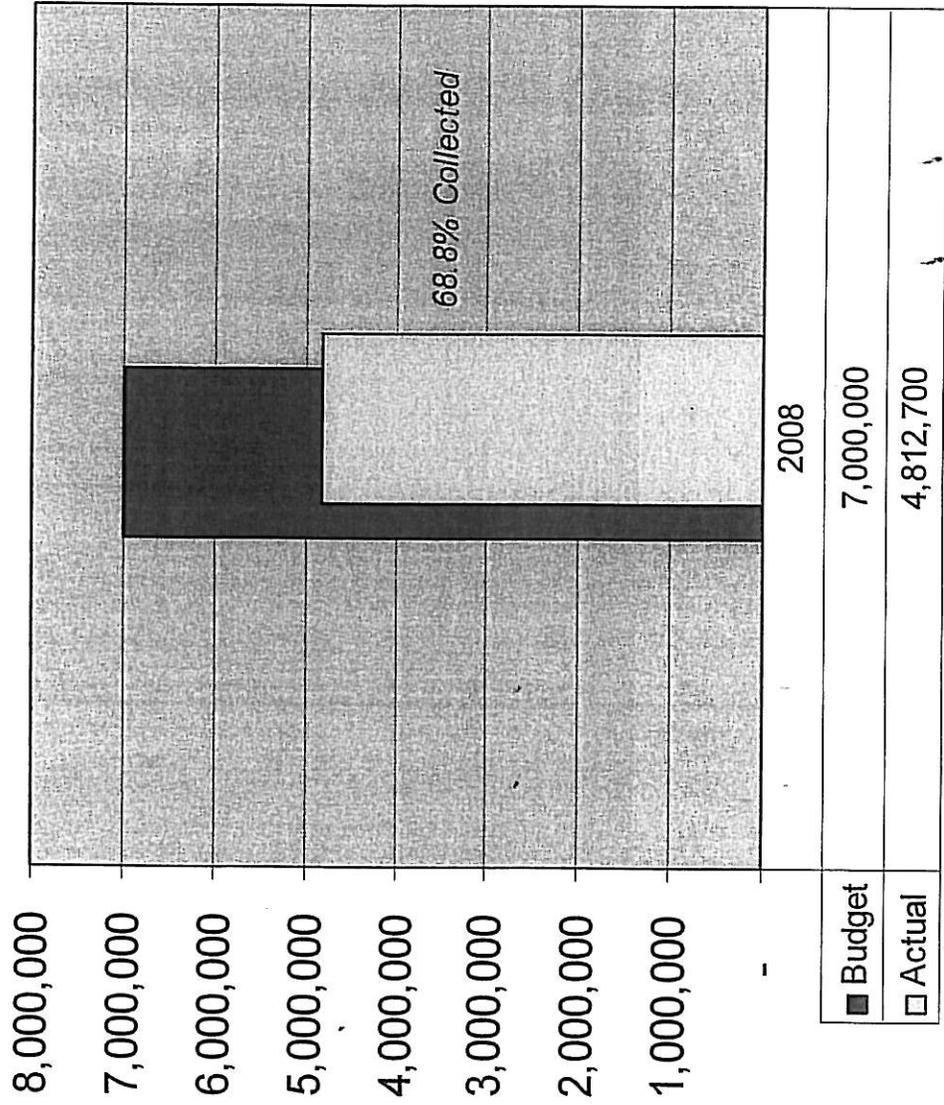
# Local 1/10% CJ

## Quarterly Comparison to Prior Periods



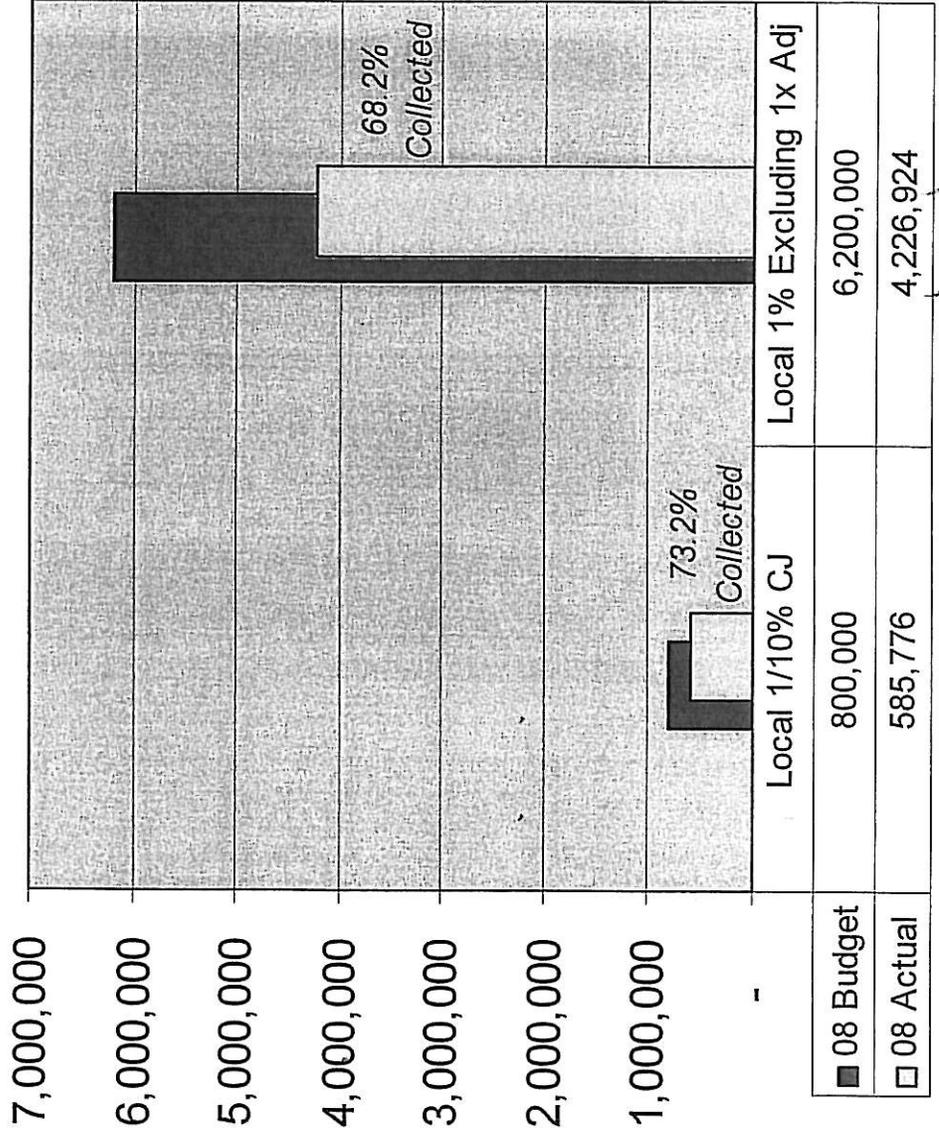
# Total Retail Sales & Use Tax

## Budget to Actual (66.7% Elapsed Time)



# Local 1% & 1/10%

## Budget to Actual (66.7% Elapsed Time)



# Additional Comments/Questions?

# Benton County

## Jail Contract Housing

August 31<sup>st</sup> 2008 Actuals vs. Projections

2008 Contract Housing Actual Revenue:			
	Actuals/Bills Outstanding**	2008 Contract Projection***	Percentage Received
City of Olympia	\$ 377,163	\$ 712,480	53%
U.S. Marshals	1,307,619	1,860,861	70%
State Department of Corrections	1,163,159	2,043,982	57%
ICE	159,045	138,000	115%
<b>Total Jail Revenue</b>	<b>3,006,986</b>	<b>4,755,323</b>	<b>63%</b>
2008 Contract Housing Actual Expenditures:			
Contract Housing*	(2,368,291)	(3,836,805)	62%
5% Administration Charge	(118,415)	(191,840)	62%
<b>Total Contract Housing</b>	<b>(2,486,706)</b>	<b>(4,028,645)</b>	<b>62%</b>
<b>Net Income/(Loss)</b>	<b>\$ 520,280</b>	<b>\$ 726,678</b>	<b>72%</b>

\*Contract Housing equals 27% of Actuals and Budget.

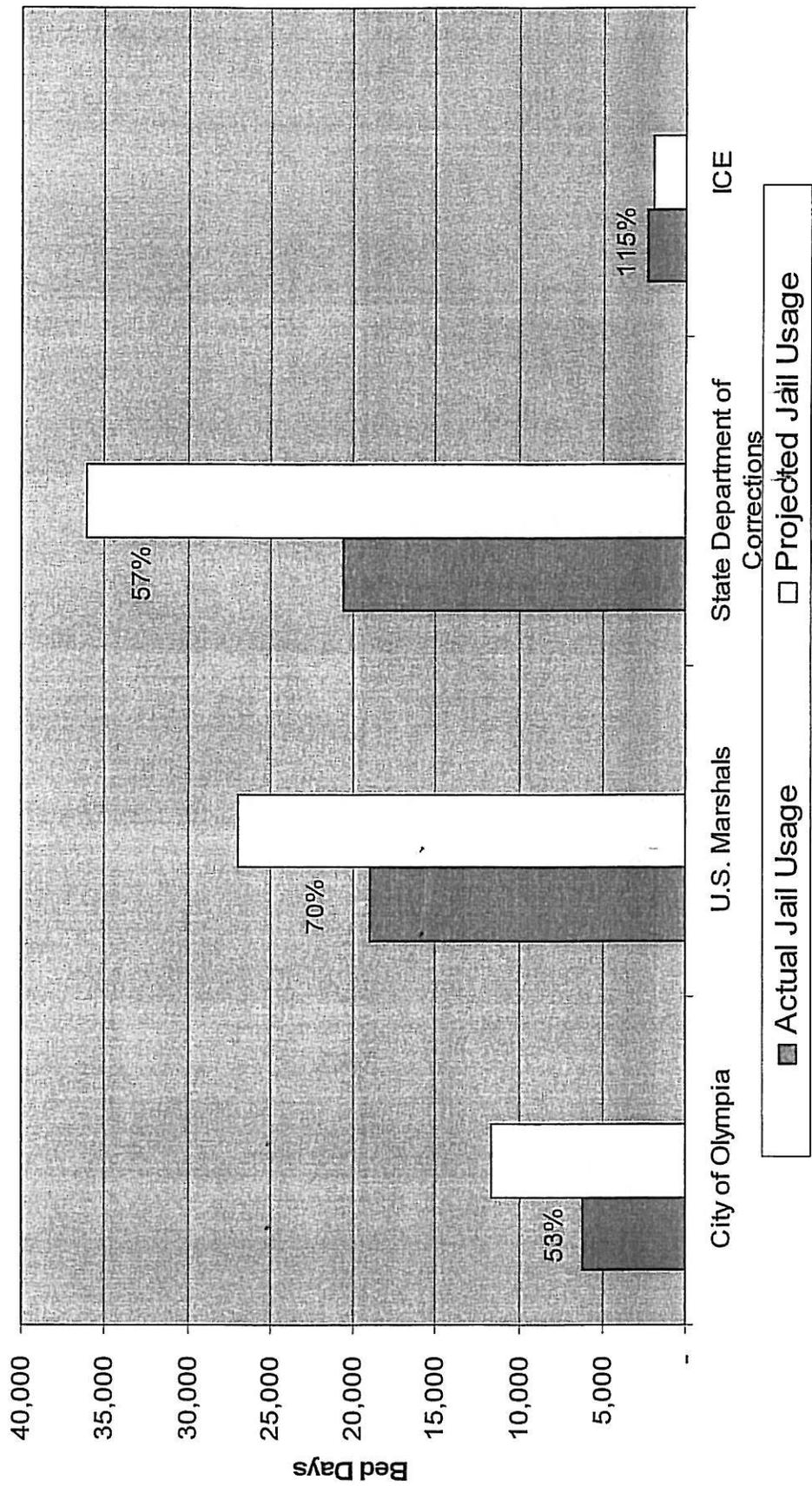
\*\*Note - Due to both timing and the terms for each contract, not all invoiced amounts have been received.

\*\*\*Note - Contract revenue projections found in 2007 Benton County Jail Year End Summary Report.

# Benton County

## Contract Agencies Bed Usage

### Actual vs. Projected as of August 31<sup>st</sup> 2008



# Benton County Local Municipalities

as of August 31<sup>st</sup> 2008

2008 Jail Actual Expenditures:*		EDEN Actuals	Adjusted Budget	Percentage Received
523.200	Jail Operations	\$ 5,406,202	\$ 8,456,116	64%
523.210	Home Monitoring & Work Release	160,078	266,666	60%
523.600	Care of Prisoners	649,300	1,012,178	64%
523.930	Court Security	62,504	101,116	62%
539.500	Jail Physical Environment	347,655	580,846	60%
594.230	Capital Outlay	-	-	0%
	5% Administration Charge	331,287	520,846	64%
<b>Less: Jail Actual Revenue</b>				
342-36-0001	Work Release-Inmate Portion	(157,757)	(239,000)	66%
342-36-0002	Home Monitoring	(82,836)	(135,000)	61%
342-36-0003	Medical Charges-Inmates	(30,196)	(45,000)	67%
342-36-0005	Medical Cost Recovery	(62,194)	(77,050)	81%
342-36-0006	SSA Information Fee	(13,800)	(24,000)	58%
342-36-0009	Professional Service Cost Recovery	(20,206)	(55,000)	37%
	<b>Total Jail Revenue</b>	<b>(366,988)</b>	<b>(575,050)</b>	<b>64%</b>
	<b>Net Billable Expenditures</b>	<b>6,590,038</b>	<b>10,362,718</b>	<b>64%</b>
	<b>Depreciation</b>	<b>117,480</b>	<b>178,000</b>	<b>66%</b>
	<b>Less: 3rd Floor Jail Net (Income)/Loss</b>	<b>(520,280)</b>	<b>(726,678)</b>	<b>72%</b>
	<b>Net Billable Charges</b>	<b>\$ 6,187,238</b>	<b>\$ 9,814,040</b>	<b>63%</b>
<b>*Jail Expenditures equals 73% of Actuals and Budget.</b>				

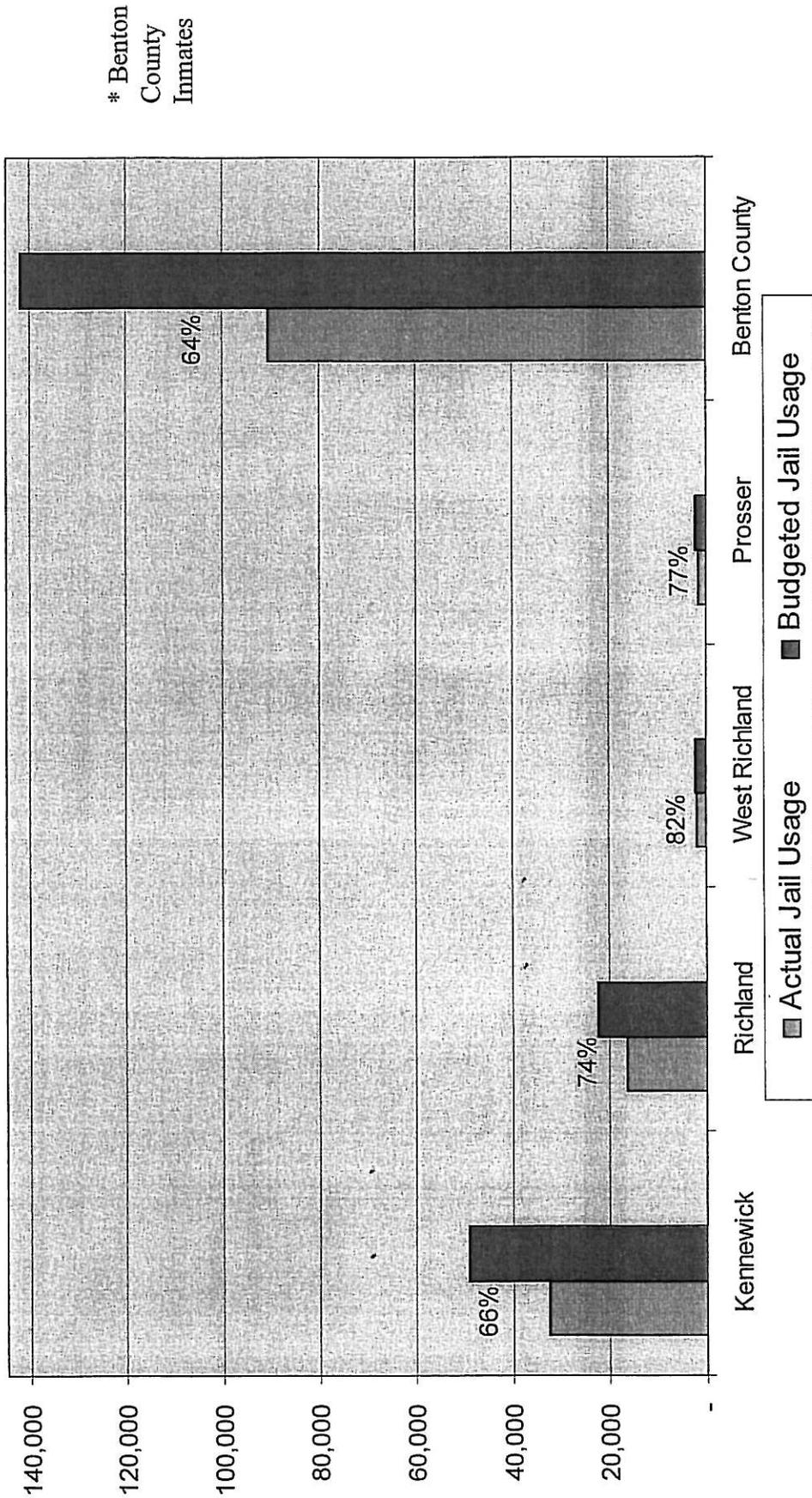
# Benton County Cost Per Bed Day

as of August 31<sup>st</sup> 2008

2008 Jail Billing (Actual Usage Including Work Release):			
	Actual Jail Usage	Budgeted Jail Usage	Percentage Received
Kennewick	32,424	49,224	66%
Richland	16,454	22,244	74%
West Richland	1,982	2,429	82%
Prosser	1,654	2,138	77%
Benton County	90,576	141,944	64%
Totals	143,090	217,979	66%
2008 Estimated Cost per Prisoner Day (as of August 31st)		\$ 43.24	
2008 Billed Rate		45.00	
Difference		\$ 1.76	

# Benton County Local Bed Usage

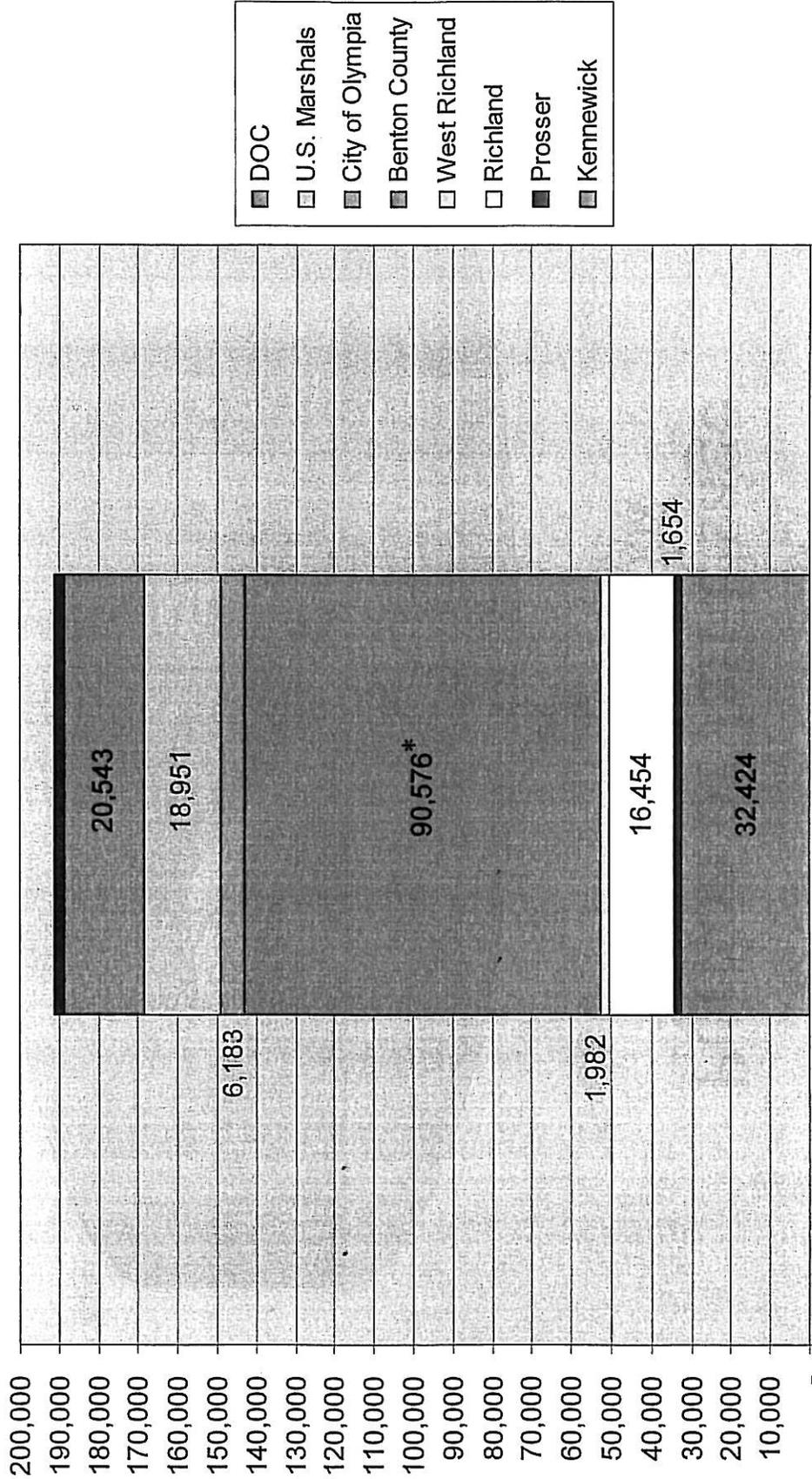
Actual vs. Budgeted as of August 31st 2008



Percentage Reflects the Percentage of Actual Usage Over Budgeted Usage

\*Benton County bed usage includes County Misdemeanors, Metro, Juvenile, Out of County, and Felons

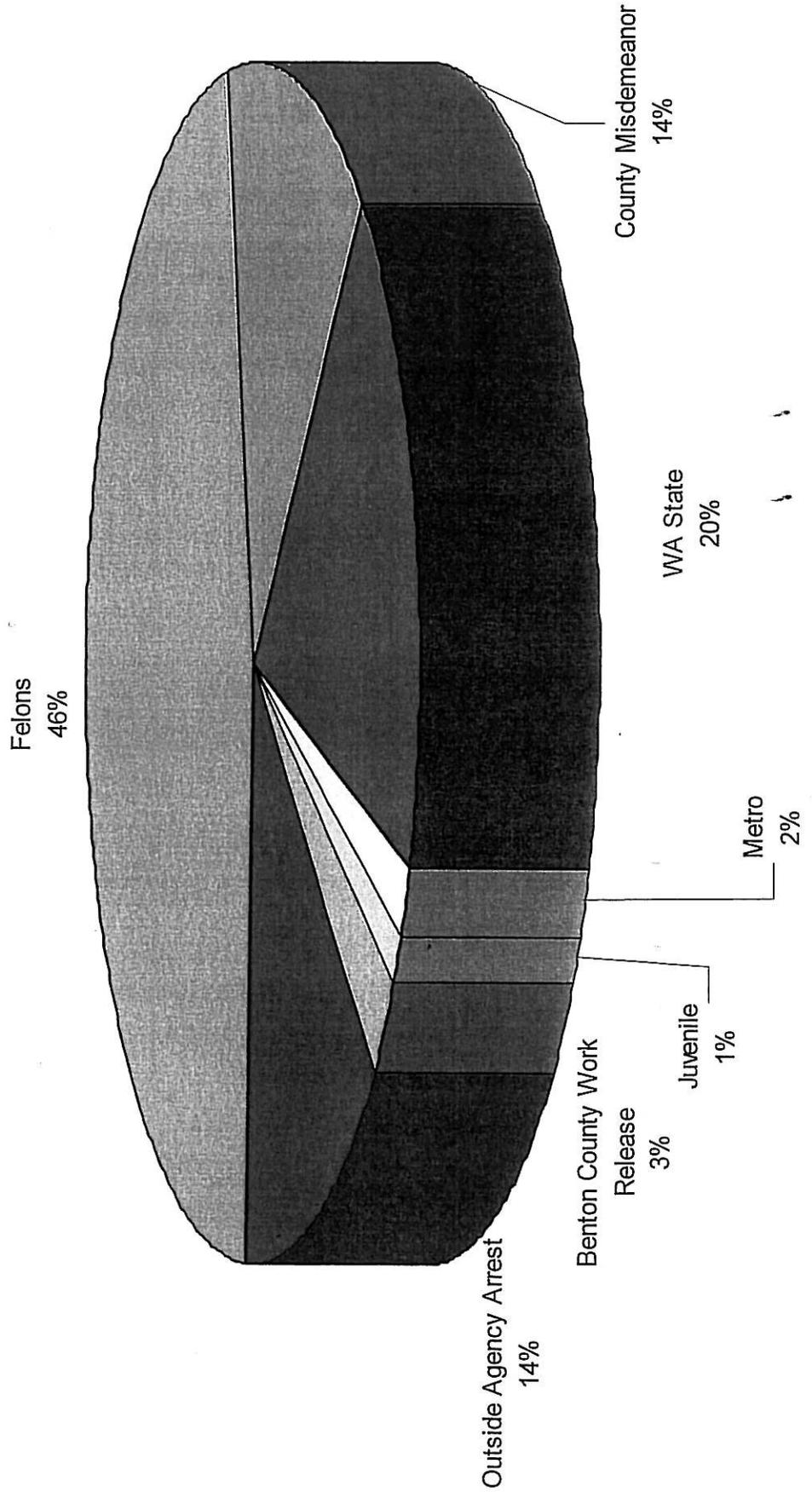
# Benton County Jail Usage by Responsible Agency as of August 31st 2008



2008 Actual Bed Usage 191,073

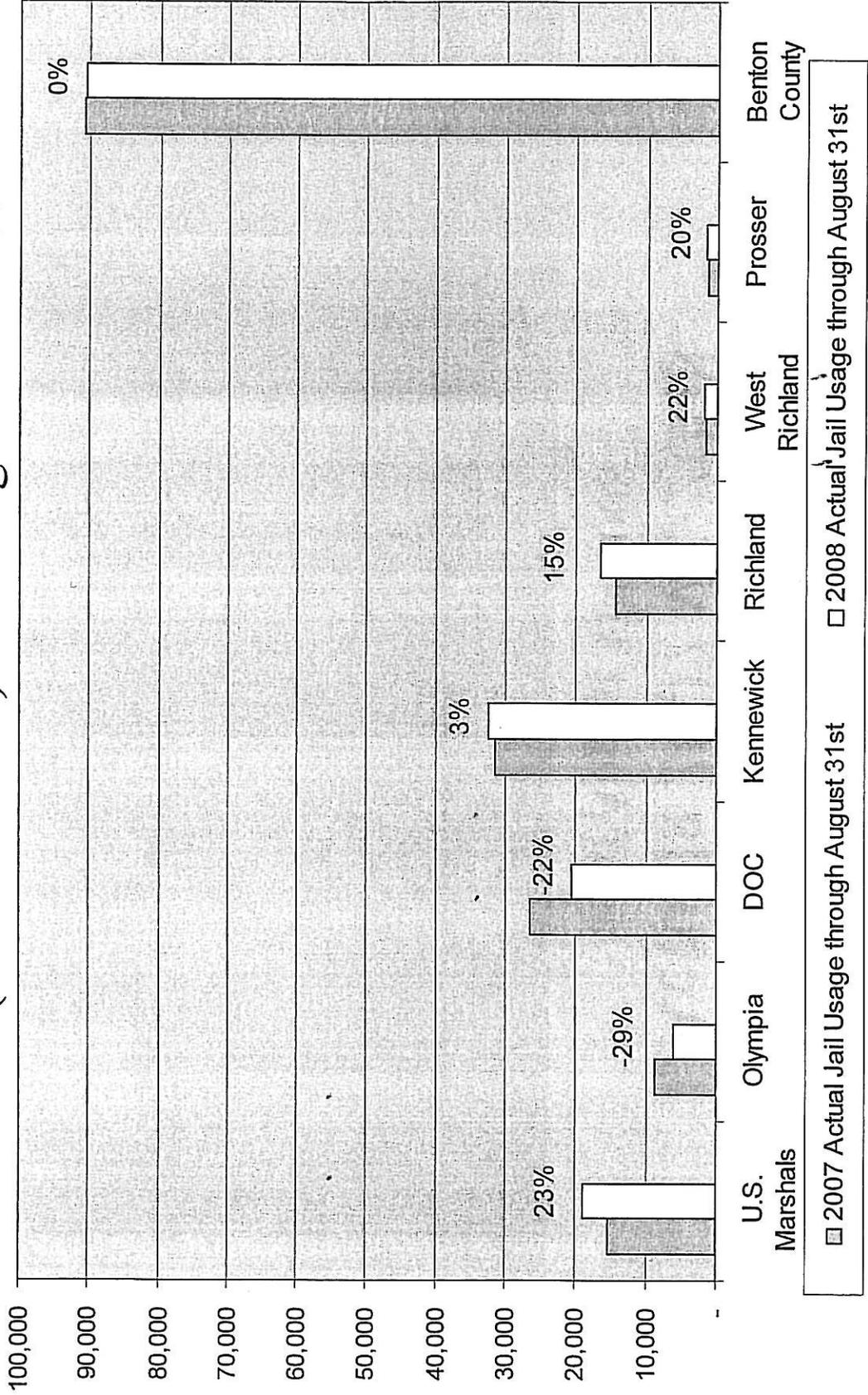
\* See additional pie chart for further information on Benton County portion

# Benton County Portion of Jail Usage as of August 31<sup>st</sup> 2008



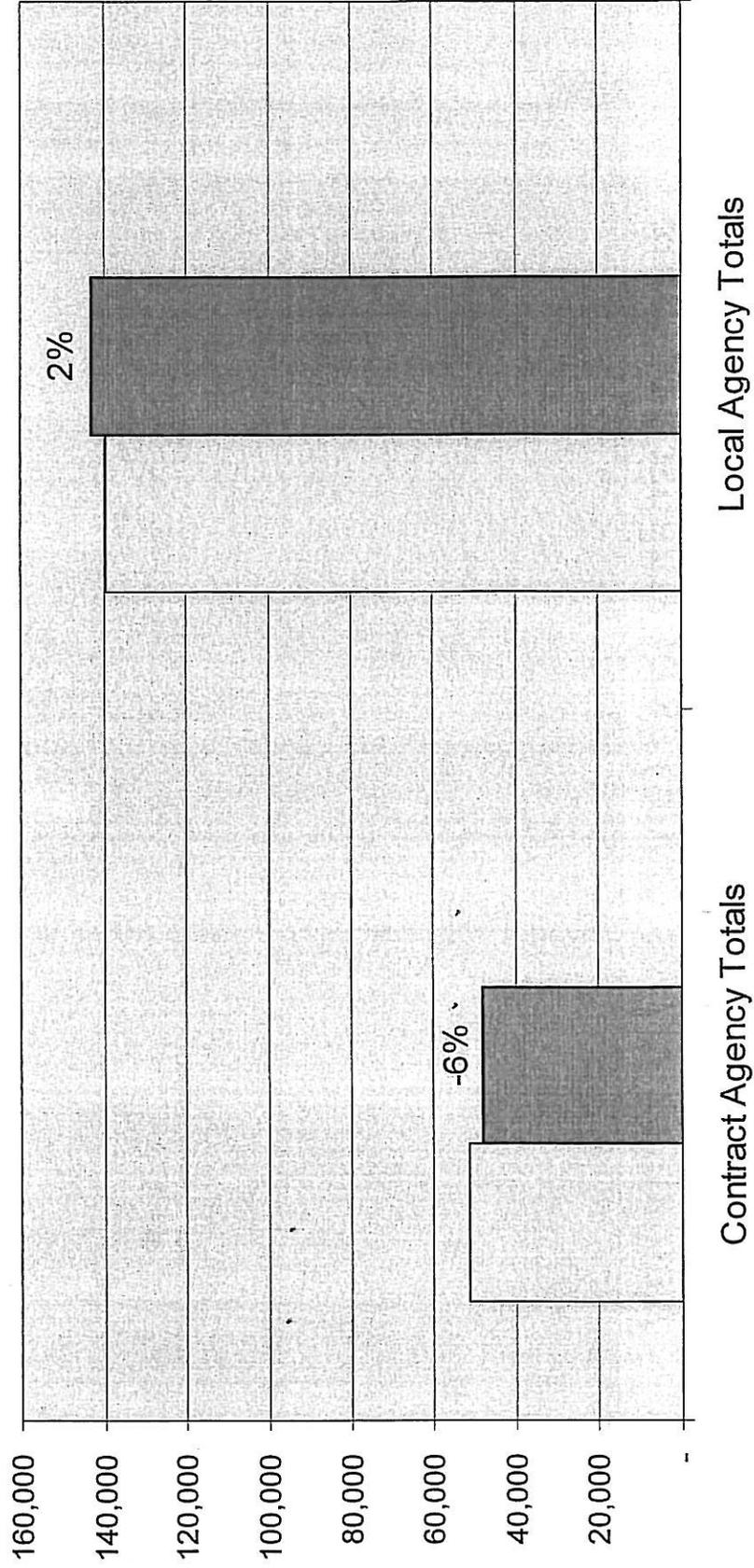
# Benton County Jail Usage

## Actuals (2007 vs. 2008) as of August 31st 2008



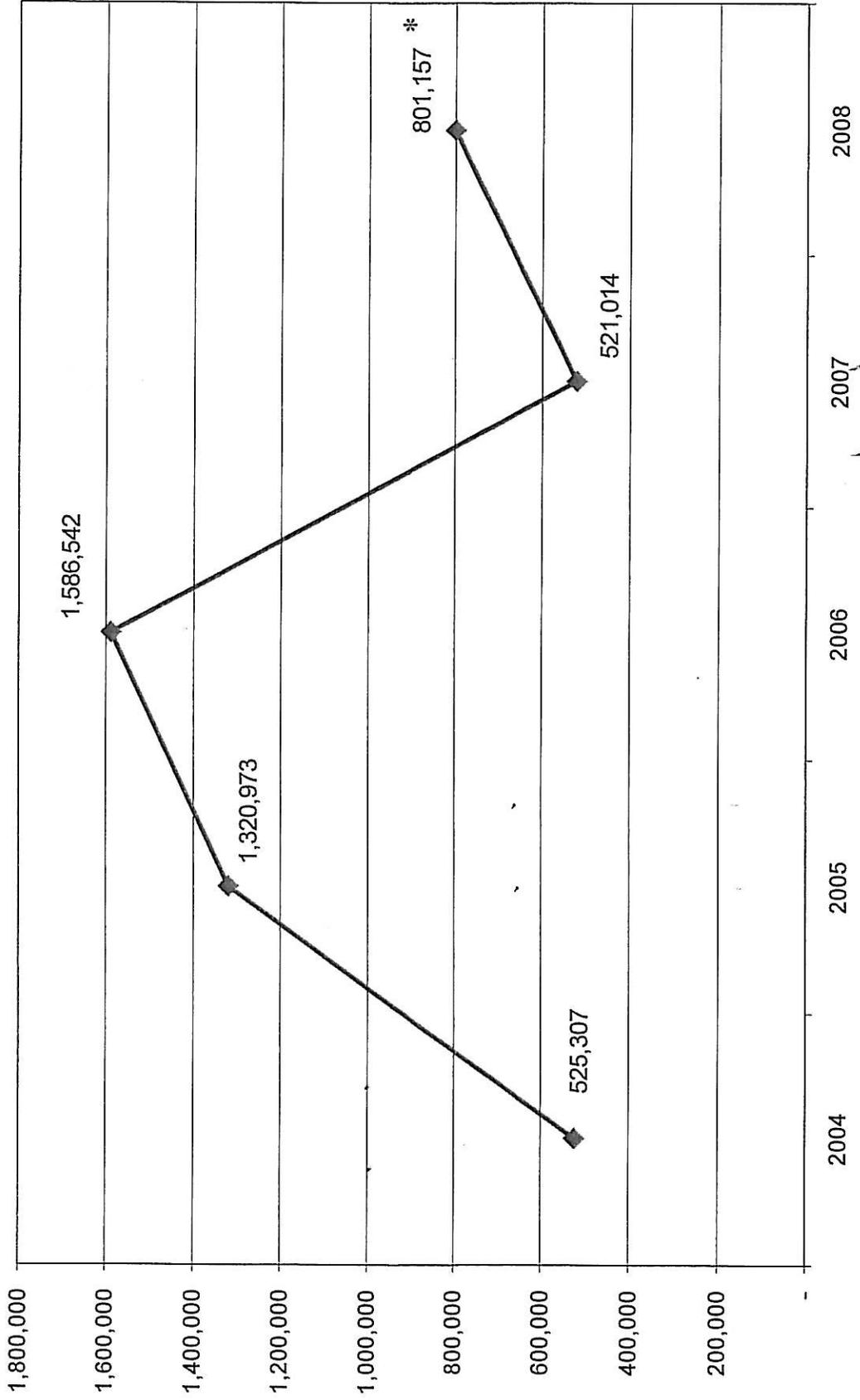
# Contract and Local Agency Usage Actuals 2007 vs. 2008

as of August 31<sup>st</sup> 2008



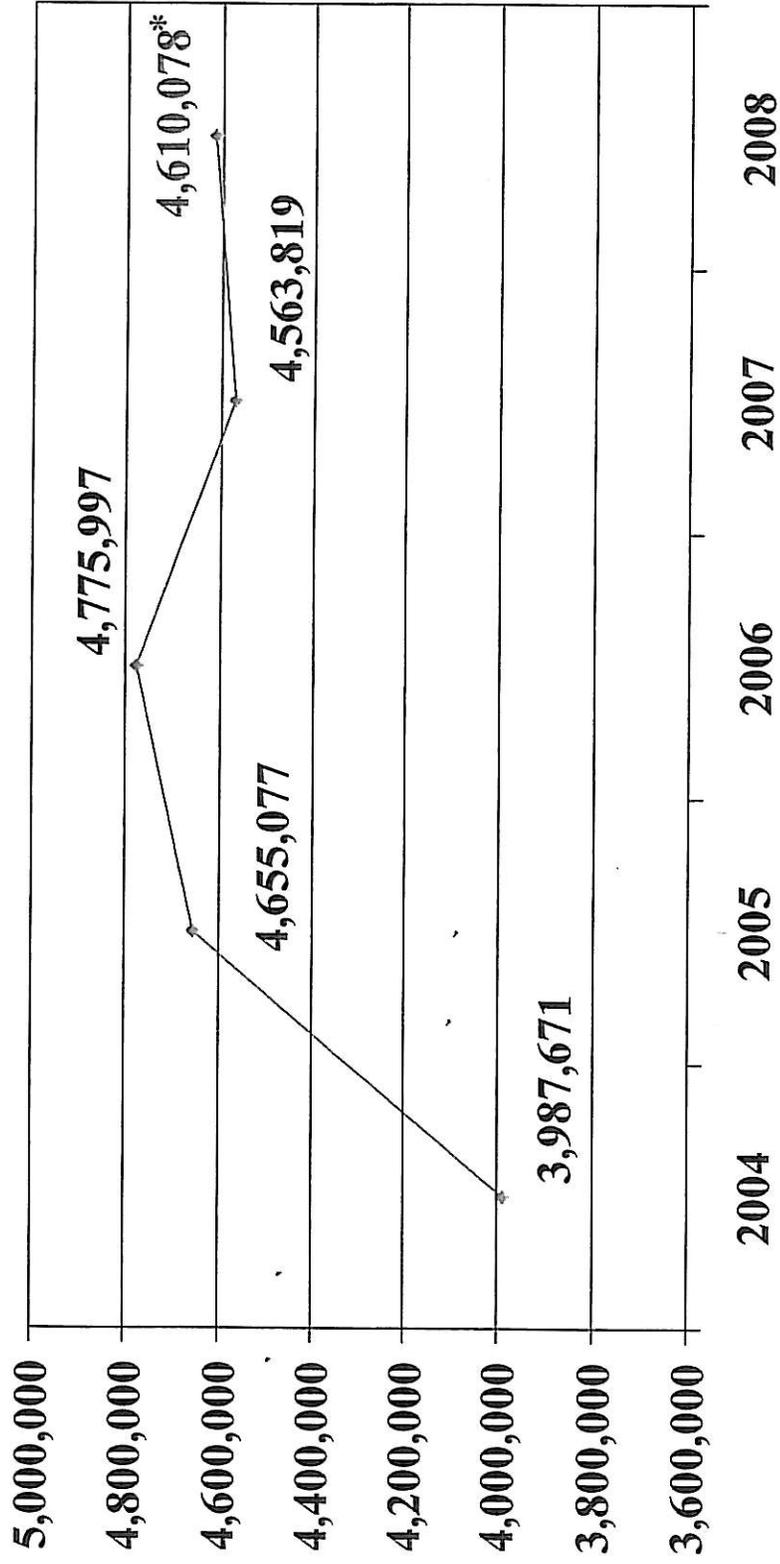
2007 Actual Jail Usage through August 31st  
 2008 Actual Jail Usage through August 31st

# Net Income Per Year



\*2008 is an estimated year in net income based on 2008 actuals through August 31, 2008

# Contract Revenue thru Year End



\*2008 figure is an estimate based on actual usage through August 31, 2008

# Impact on Current Expense

Year	Net Billable County Expenditures* Usage	Actual Bed Day Rate	County Invoices**	City Revenue	Impact on Current Expense***	Less Additional Revenue****	Total Impact on CE
2004	5,767,000	40.08	4,219,262	2,012,096	3,754,904		3,754,904
2005	5,538,975	34.52	4,102,460	1,943,545	3,595,430		3,595,430
2006	5,974,255	37.11	4,193,950	2,333,217	3,641,038		3,641,038
2007	7,973,770	41.11	5,602,224	3,017,721	4,956,049	506,037	4,450,012
2008	5,644,463	42.59	3,857,632	2,236,571	3,407,892	205,813	3,202,079

\*Net billable expenditures from Year End Reports

\*\*If the County was invoiced like the Cities

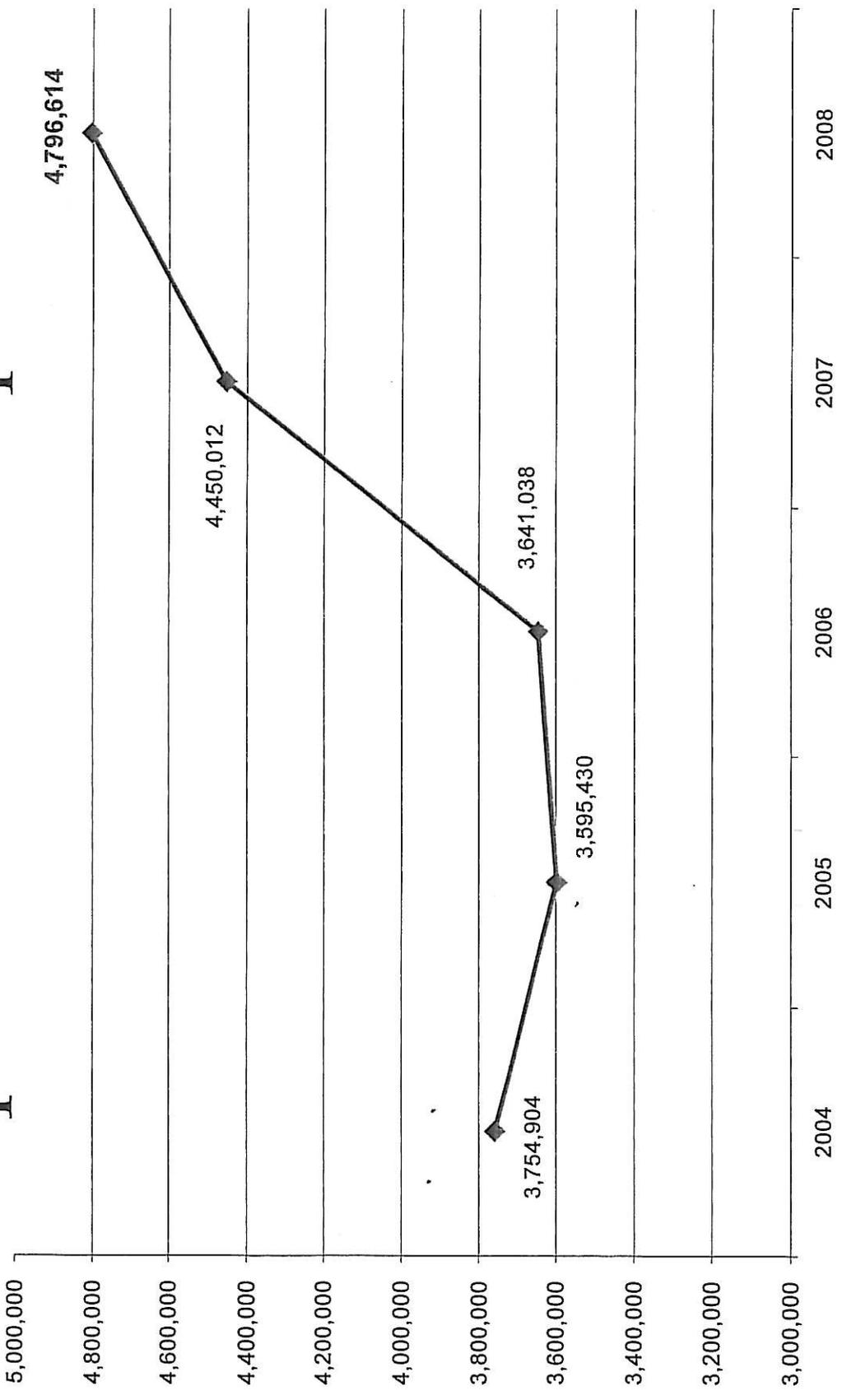
\*\*\*Net Billable Expenditures minus City Revenue

\*\*\*\*Additional revenue such as DOC OAA and Scaap Grant due to contract change in 2007

Note: In 2007 there was a new contract with the Cities, plus a large increase in employee related expenses

Note: 2008 is through August 31, 2008

# Impact on Current Expense



Note: 2008 is an estimated year end impact.

10:15

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 13 Oct 2008 Subject: dog control Memo Date: 07 Oct 2008 Prepared By: AJF Reviewed By: DS	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other X

**SUMMARY & BACKGROUND**

At its last workshop on September 29th, the Board directed staff to move forward with the dog control issue by taking the draft ordinance to public hearing, and with working with the City of West Richland on agreement(s) that would formalize a contractual relationship for services.

County and City staff have since met to get into the issue. We have a general understanding of what the facility will be and a ballpark estimate of cost, but it is now time to get an actual design and more specific cost projections.

Staff seeks a Board motion to move ahead with a qualified architectural firm with preparation of one-line drawings and detailed cost estimations.

# # #

10:20

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>October 13, 2008</u>	Execute Agreement _____	Consent Agenda _____
Subject: <u>2009 1-Year Road</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>Program</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>dlh</u>	Pass Motion _____	2nd Discussion <u>XX</u>
Reviewed by: <u>RBD</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

- Attachments: Draft 2009 Road Program Pages 1 - 4
- Exhibit A - Diverted Road Taxes
- Exhibit B - Bituminous Surface Treatment
- Exhibit C - Capital funds available for projects
- Exhibit D - Road budget shortfalls
- Exhibit E - September 2008 BCS Reports

Project, maintenance preservation and diversion costs are increasing at rates higher than revenues. Consequently capital available for projects is shrinking. At the current rate, capital for projects will diminish in a few years. Much of the Boards ability to arrest rapid capital declines is limited from outside effects. The Board has limited control over national inflation rates, product shortages, manufactured product limitations, and national disasters that, for many reasons, escalate project costs. To keep a healthy capital roadway program in the future, the Board may wish to consider the available funding sources while also considering the decline in gas tax revenues.

Public Works is seeking Board direction for the 2009 Road Program

**SUMMARY**

Public Works is seeking Commissioner preferences concerning the attached draft 2009 Road Program.

**RECOMMENDATION**

**FISCAL IMPACT**

**MOTION**

None.

**DRAFT**  
**2009 ROAD PROGRAM**  
**Estimated Revenues**

09/24/08

B.A.R.S.#		COUNTY	STATE	FEDERAL	PWTF	OTHER	TOTAL
291.74.0001	Fund Balance January 1, 2009	1,154,489	0	0	0	0	1,154,489
311.10.0500	Road Levy 2009(Prior to \$470,785 Diversion to Traffic Law Enforcemnt)	5,253,924	0	0	0	0	5,253,924
311.12.0001	Administrative Refund	35,000	0	0	0	0	35,000
317.20.0001	Leasehold	0	100,000	0	0	0	100,000
321.91.2100	Franchise Fees	1,000	0	0	0	0	1,000
322.90.0002	Trail Access Permits	500	0	0	0	0	500
336.00.8901	Gas Tax (County Apportionment)	0	3,184,267	0	0	0	3,184,267
338.42.0501	Road Maintenance Services	25,000	0	0	0	0	25,000
338.95.0501	Road Construcion & Engr Services	100,000	0	0	0	0	100,000
341.50.0501	Sale of Maps	100	0	0	0	0	100
341.69.0501	Sale of Prints	15,000	0	0	0	0	15,000
344.10.0501	Various Road Repairs	10,000	0	0	0	0	10,000
344.10.0502	Private Road Signs	500	0	0	0	0	500
344.20.0501	Sale of Aggregate Materials	5,000	0	0	0	0	5,000
344.90.0501-2	Plat Road/Access Road/Encroachment Review	18,000	0	0	0	0	18,000
344.90.0503-4	Road Vacations / Affidavits of Correction	2,200	0	0	0	0	2,200
349.16.0501	Personnel Admin Services by Co Road	150,000	0	0	0	0	150,000
349.95.0001	Road & Engineering Services (Park Developm't Horse Heaven Vista)	0	0	0	0	30,000	30,000
361.11.0001	Interest	25,000	0	0	0	0	25,000
362.10.0501	Equipment & Vehicle Rentals	500	0	0	0	0	500
362.90.0501-2	Other Rents	200	0	0	0	0	200
367.00-0001	Contributions / Donations	0	0	0	0	392,000	392,000
369.10.0501	Special Sales By County Road	300	0	0	0	0	300
369.40.0501	Judgements and Settlements	300	0	0	0	0	300
369.90.0001	Miscellaneous Revenues	2,000	0	0	0	0	2,000
369.90.0501	Sale of Salvage - Road	100	0	0	0	0	100
369.90.0502	Miscellaneous Revenues (REA Capital Payment)	200	0	0	0	0	200
369.90.0504	Tourist Information Signs	-500	0	0	0	0	500
386.70.0501	Sales Tax Collection	1,500	0	0	0	0	1,500
391.80.0501	Intergovernmental Loan Proceeds	0	0	0	162,500	0	162,500
395.10.0002	Sale of Fixed Assets - Equipment	500	0	0	0	0	500
395.10.0501	Sale of Fixed Assets - Road	500	0	0	0	0	500
397.10.0000	Operating Transfers-In to Road Fund						
.0103	Flood Control Fund	0	0	0	0	54,500	54,500
.0114	Paths & Trails Reserve Fund	0	0	0	0	23,500	23,500
.0305	CRID: Sagebrush Road	0	0	0	0	10,000	10,000
.0305	Capital Projects Fund (Piert Road)	0	0	0	0	29,426	29,426
.0305	Capital Projects Fund (Webber Canyon Rd Phase 1)	0	0	0	0	1,800,000	1,800,000
		0	0	0	0	0	0
		0	0	0	0	0	0
	Subtotal	6,802,313	3,284,267	0	162,500	2,339,426	12,588,506
<b>GRANT / MATCHING FUNDS</b>							
333.20.2501	Federal: STP/U Urban	0	0	0	0	0	0
333.20.2502	STP/R Rural	0	0	2,690,000	0	0	2,690,000
333.20.2503	BRAC, BRRP Bridge	0	0	0	0	0	0
333.20.2504	STP/S Safety (HES)	0	0	0	0	0	0
333.20.2505	R-HCP Railroad (RRP)	0	0	0	0	0	0
333.20.2506	ER Emergency Relief Program	0	0	0	0	0	0
333.20.2507	STP/E Enhancement (TEP)	0	0	367,000	0	0	367,000
333.20.2508	Rural Economic Vitality (REV) Program	0	0	0	0	0	0
333.20.2509	Rural 2-Lane Road Safety Improvements	0	0	250,000	0	0	250,000
333.20.2510	Demonstration Projects (HPP)	0	0	10,000	0	0	10,000
333.11.3070	DOC Economic Development Admin (EDA)	0	0	0	0	0	0
		0	0	0	0	0	0
334.03.6100	Freight Mobility Strategic Investment Board (FMSIB)	0	0	0	0	0	0
334.03.7100	Rural Arterial Program	0	1,960,000	0	0	0	1,960,000
334.03.7200	CAPP (Arterial Preservation)	0	380,460	0	0	0	380,460
334.03.8501	Transportation Improvement Board AIP/TPP Grants	0	305,000	0	0	0	305,000
	Subtotal	0	2,645,460	3,317,000	0	0	5,962,460
	GRAND TOTAL	6,802,313	5,929,727	3,317,000	162,500	2,339,426	18,550,966



# PUBLIC WORKS ROAD FUND PURCHASES

## ROAD FUND #0101-101

09/24/08

**REPLACEMENT  
YES/NO**

<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>REPLACEMENT YES/NO</u>
6	VIP Subscriptions (Autocad=1; Autodesk Map=5)	\$3,100	Yes
1	Geomeia V.6.1 and one year maintenance	\$2,000	No
3	Geomeia Subscriptions	\$1,050	Yes
6	Civil 3D Software	\$10,000	Yes
1	2-Drawer Hanging Plat Files	\$4,000	No
1	Laptop Computer and Projector for WebCast Programs	\$3,000	No

**Total Road Fund #0101-101**

**\$23,150**

# EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

09/24/08

**REPLACEMENT**

**QTY**

**COST**

**YES/NO**

A.	<u>GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT</u>	<u>COST</u>	<u>REPLACEMENT</u> <u>YES/NO</u>
1	Road Grader	\$150,000	Yes
1	Extended Cab Gas 1/2 Ton 4x2 AT Pickup	\$20,000	Yes
5	Regular Cab Gas 3/4 Ton 4x4 AT Pickup	\$115,000	Yes
1	Regular Cab Diesel 3/4 Ton 4x4 MT Pickup	\$26,000	Yes
1	Crew Cab 4x4 1-Ton (non-dually) Chassis w/Survey Utility Box	\$42,500	Yes
1	Remanufactured Engine for #491	\$7,000	Yes
1	Repaint Dump Box on #406	\$3,000	No
1	Repaint Utility Box on #476 Sign Truck	\$5,000	No
1	Repaint Rock Rake #489	\$3,000	No
1	Metal Fabrication Break Machine	\$1,500	No
1	Air/Hydraulic Floor Jack	\$1,500	Yes
1	10,500 Gallon Liquid De-icer Storage Tank	\$9,000	No
N/A	Steel/Carbide Cutting Bits	\$17,500	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$21,000	Supply
N/A	Steel Bid	\$5,000	Supply
N/A	Tire Chain Parts	\$4,500	Supply
N/A	Small Shop Equipment & Tools	\$4,000	
N/A	Sign Shop Equipment & Tools	\$1,500	
<b>Total</b>		<b>\$437,000</b>	

**ER & R VEHICLES FOR OTHER DEPARTMENTS**

2	Extended Cab Small 4x4 Pickup for Building Dept.	\$44,000	Yes
1	Midsize 4-Door Sedan for Building Dept	\$20,000	Yes
<b>Total</b>		<b>\$64,000</b>	

**B. OFFICE EQUIPMENT**

1	Lab & Testing Equipment (for Eng'r Lab Trailer)	\$3,000	Yes
3	Computers	\$12,500	Yes
4	Flat Panel Computer Monitors (19" Monitors)	\$1,000	Yes
N/A	Office Equipment and Furnishings	\$3,000	Yes
<b>Total</b>		<b>\$19,500</b>	

**C. FACILITIES**

General Building Maintenance & Repairs	\$15,000
<b>Total</b>	<b>\$15,000</b>

**D. INVENTORY**

Aggregate Purchase (Crushing & Stockpiling at Horrigan R-126)	\$300,000
Traffic Sign Materials	\$100,000
Herbicide Chemicals	\$197,500
Bulk Diesel Fuel	\$275,000
Liquid De-icer (Magnesium Chloride)	\$12,000
<b>Total</b>	<b>\$884,500</b>

**Grand Total**

**\$1,420,000**

# Exhibit A

## DIVERTED ROAD TAXES

Year	Amount	Increase	Mileage (1/1/xx)
1997	\$65,223.51		876.0
1998	\$96,660.12	48%	876.2
1999	\$70,795.39	-27%	880.2
2000	\$71,414.85	1%	873.0
2001	\$77,418.00	8%	870.1
2002	\$185,748.24	140%	870.2
2003	\$298,465.59	61%	873.3
2004	\$368,873.28	24%	879.7
2005	\$344,941.13	-6%	880.5
2006	\$377,848.56	10%	879.2
2007	\$394,220.92	4%	877.6
*2008	\$417,849.00	6%	861.7
**2009	\$470,785.00	13%	

\* Budgeted

\*\* Proposed

Cost increase from 1997 to 2008 = 541%  
Mileage decrease, same period = -14.2

## Exhibit B

### BITUMINOUS SUFACE TREATMENT

<u>Year</u>	<u>County Contract</u>	<u>County Total</u>	<u>Road Miles</u>	<u>Cost Per Mile</u>	<u>CE</u>
1997	452,565	555,158 *	97	<b>5,723</b>	1604
1998	298,104	388,534 *	76	<b>5,112</b>	1612
1999	388,552	491,730 *	74	<b>6,645</b>	1635
2000	427,004	498,292 *	60	<b>8,305</b>	1666
2001	266,876	655,036 *	76	<b>8,619</b>	1700
2002	671,983	843,378 *	80	<b>10,542</b>	1730
2003	712,578	892,700 *	104	<b>8,584</b>	1762
2004	596,767	767,848 *	96	<b>7,998</b>	1783
2005	566,669	872,974 *	75	<b>11,640</b>	1812
2006	664,754	1,036,004 *	68	<b>15,235</b>	1827
2007	701,668	980,625 *	52	<b>18,858</b>	1864
2008	809,123	1,147,450 *	73	<b>15,718</b>	1888

\* The county total includes the cost of crack sealing and aggregate from county stockpile.

## Exhibit C

**Operating Costs versus Construction Costs = Capital funds available for projects.**

I:\excel\Budget\2009 Budget Dollars Available for Construction 09-10-08

<u>YEAR</u>		<u>REVENUES</u>	<u>OPERATING EXPENSES</u>		<u>AVAILABLE CONSTRUCTION DOLLARS</u>
2005 *	Prop Tax	3,662,501	1,115,662	Preservation	
	Leasehold	29,416	3,118,570	Maintenance	
	CAPP	333,372	923,785	Admin.	
	MVFT	<u>2,992,563</u>	<u>441,956</u>	Operations	
* = Actuals		<b>7,017,852</b>	<b>5,599,972</b>		<b>1,417,879</b>
2006 *	Prop Tax	4,213,304	951,009	Preservation	
	Leasehold	59,200	3,173,651	Maintenance	
	CAPP	390,835	1,041,502	Admin.	
	MVFT	<u>3,083,214</u>	<u>551,907</u>	Operations	
* = Actuals		<b>7,746,552</b>	<b>5,718,070</b>		<b>2,028,482</b>
2007 *	Prop Tax	4,389,250	1,442,835	Preservation	
	Leasehold	98,121	3,512,551	Maintenance	
	CAPP	374,906	970,093	Admin.	
	MVFT	<u>3,154,168</u>	<u>490,214</u>	Operations	
* = Actuals		<b>8,016,445</b>	<b>6,415,693</b>		<b>1,600,752</b>
2008 **	Prop Tax	4,614,012	1,450,220	Preservation	
	Leasehold	90,000	3,647,358	Maintenance	
	CAPP	400,400	1,115,610	Admin.	
	MVFT	<u>3,367,687</u>	<u>653,706</u>	Operations	
** = Budgeted		<b>8,472,099</b>	<b>6,836,894</b>		<b>1,635,205</b>
2009 ***	Prop Tax	4,783,139	1,822,371	Preservation	
	Leasehold	100,000	3,753,959	Maintenance	
	CAPP	380,460	1,324,495	Admin.	
	MVFT	<u>3,184,267</u>	<u>655,404</u>	Operations	
*** = Proposed		<b>8,447,866</b>	<b>7,556,229</b>		<b>891,637</b>

# Exhibit D

## ROAD BUDGET SHORTFALLS

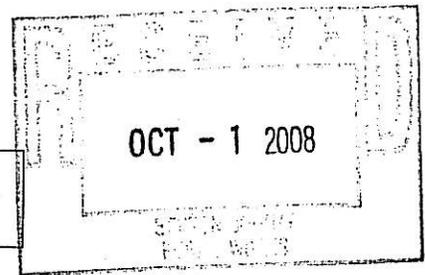
Project	Length mi.	ROW Obtained	Available Funding (\$ Million)		Project Cost (\$ Million)	Shortfall
			Federal	State RAP		
<b>New Roads</b>						
Piert Rd	2	No				
Webber Canyon - Underpass		Yes	\$2.2	\$1.7	\$4.2	\$2.5
Kiona Roads		N/A			\$3.5	\$1.3
					\$1.8	\$1.8
<b>Rural Arterial Program</b>						
Hanks Rd.	3	No				
Clodfelter Rd.	3	Partially		\$0.5	\$3.7	\$3.2
Locust Grove Rd.	2	No		\$1.3	\$1.8	\$0.5
Nine Canyon Rd. - Ph. 1	3	No		\$0.9	\$1.2	\$0.3
Nine Canyon Rd. - Ph. 2	3	No		\$2.7	\$3.1	\$0.4
				\$2.5	\$2.8	\$0.3
<b>Paved Road Upgrades</b>						
Travis Rd.	3	Yes			\$2.3	\$2.3
Bert James Rd.	4	Partially			\$3.0	\$3.0
Webber Canyon Rd - South	2	Yes	\$0.5		\$1.3	\$0.8
Three Curves		Yes			\$0.4	\$0.4
Sellards Rd	7	No			\$3.5	\$3.5
County Well Rd.	6	No			\$4.5	\$4.5
<b>Gravel Road Upgrades</b>						
Clodius & Tyacke Rds.	4	Yes			\$3.0	\$3.0
Gould, Hayden & Hamilton Rds.	6	Partially			\$4.0	\$4.0
Tyrell Rd.	4	No			\$3.0	\$3.0
Owens Rd.	4	No			\$4.0	\$4.0
						\$38.9

**Exhibit E**

**BENTON COUNTY SHERIFF REPORTS**

# SHERIFF

★ BENTON COUNTY



Month & Year September 2008

Name J. Weakley 519

	BS	HS	Total		BS	HS	Total
Criminal Traffic	Arrest	Arrest	To	Traffic Infractions	Arrest	Arrest	To
			Date				Date
D.W.I.			1	Speed (Non Radar)			1
Physical Control				Speed (Radar)	14	6	241
Reckless Driving			5	Vehicle License	4		30
Negligent Driving				Vehicle Equipment			2
Hit & Run				Drivers License			5
N.V.O.L.	1		2	Driving Infractions	3		16
D.W.L.S./R.	9		58	No Insurance	13		111
Warrant Service	2		19	Seat Belt Violation	1		25
Dumping Arrest				N.V.O.L.	2		14
Criminal (Traffic)			7	Other Infractions			8
Others				Truck Violations	37	6	3
Total Criminal	12		92	Total Infractions	45	12	445
Accident Investigations	1		22	Total Warnings			
Total Miles	2241		20740	Written			
Total Gas Used	203		1611	Verbal	20		180
Miles Per Gallon	11.0		12.8	Total Penalty	12,232.00		
Weight Checks	11		41	Year to Date	112,170.00		
				Citations to Date	455	91	546

# SHERIFF

★ BENTON COUNTY



Month & Year **SEPTEMBER 08** Name **DAVE HUGHES C 66**

	BS	HS	Total		BS	HS	Total
	Arrest	Arrest	To Date		Arrest	Arrest	To Date
Criminal Traffic				Traffic Infractions			
D.W.I.	1			Speed (Non Radar)			
Physical Control				Speed (Radar)	12	19	
Reckless Driving				Vehicle License	2		
Negligent Driving				Vehicle Equipment			
Hit & Run				Drivers License			
N.V.O.L.	2			Driving Infractions			
D.W.L.S./R.	2			No Insurance	4		
Warrant Service	3			Seat Belt Violaton			
Dumping Arrest				N.V.O.L.			
Criminal (Traffic)	5			Other Infractions	3		
Others				Truck Violations			
Total Criminal	5			Total Infractions		40	
Accident Investigations	1			Total Warnings			
Total Miles	532. <sup>8</sup>		15448. <sup>8</sup>	Written			
Total Gas Used	44. <sup>8</sup>		1410. <sup>72</sup>	Verbal	5	?	
Miles Per Gallon	11. <sup>89</sup>		10. <sup>95</sup>	Total Penalty	8802.-		
Out of State Vehicle Report To State				Year to Date			
Weight Checks				Citations to Date			
				Training			

10:35

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROADS, RE: AMENDING THE BENTON COUNTY SIX-YEAR ROAD PROGRAM FOR THE YEARS 2008 THROUGH 2013

WHEREAS, pursuant to RCW 36.81.121, Benton County is required to prepare and adopt a six year road program each year; and

WHEREAS, on June 11, 2007 the Six Year Road Program for the years 2008 through 2013 was approved by Resolution 07-388; and

WHEREAS, based upon the need to proceed with actions pertaining to the reconstruction of Nine Canyon Road: Mills Road to Beck Road, including completion of various applications for financial assistance, it is necessary to amend the Six Year Road Program. NOW, THEREFORE

BE IT RESOLVED that the 2008-2013 Six Year Road Program be amended as follows:

Add #44: Nine Canyon Road: Mills Road to Beck Road

Year 2010 - \$10,000 local funds/\$90,000 Rural Arterial Program funds

Years 2011 - 2013 - \$270,000 local funds/\$2,430,000 Rural Arterial Program funds

BE IT FURTHER RESOLVED that the County Engineer is directed to prepare the appropriate forms and file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

Dated this 13<sup>th</sup> day of October 2008

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

RBD:SWB