

*August 23, 2010*

**THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
August 16, 2010, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Public Works Manager Steve Becken; Human Services Administrator Ed Thornbrugh; DPA Ryan Brown; Deputy Treasurer Erhiza Rivera.

**Workshop Agenda**

Transportation Partnership

Commissioner Bowman said he was invited to be part of a steering committee of people involved in transportation issues. He said the primary purpose of the group would be to provide information to the legislature to pressure them to do something about transportation. He said there would be a few meetings and he would accept the invitation to attend, with the Board's concurrence. The Board agreed.

Salmon Walk

Commissioner Bowman reported on his attendance of the salmon spawning event.

**Symposium for Superior Court**

Commissioner Bowman said he was invited by the Office of Superior Court to attend a symposium for judges and other individuals regarding budgeting for their office. The Board concurred with Commissioner Bowman attending.

**Human Services Update**

Ed Thornbrugh said they were working on a scope of work and proposed budget for the agreement with the architectural firm and were on track to meet the deadline for the study for a CCRC.

The Board briefly recessed, reconvening at 9:00 a.m.

### **Approval of Minutes**

The Minutes of August 9, 2010 were approved.

### **Consent Agenda**

**MOTION:** Commissioner Benitz moved to approve the consent agenda items “a” through “n”, pulling “i” (PA Line Item Transfer). Commissioner Bowman seconded and upon vote, the Board approved the following:

#### **Central Services**

- a. Purchase Agreement w/Trebron Company, Inc. for Anti-Virus Subscription
- b. Contract w/A & B Asphalt, Inc. for Sidewalk and Root/Drain Repair
- c. Lease Agreement w/Columbia Basin Pigeon Club

#### **Juvenile**

- d. Contract Amendment, #0663-98393-05, W/Dept. of Social and Health Services
- e. Food Service Contract Amendment w/Aramark Correctional Services
- f. Truancy Contract w/Prosser School District

#### **Personnel**

- g. Line Item Transfer, Fund No. 0504-101, Dept. 000

#### **Planning**

- h. SPV 09-03 – Vacation of 20 foot Drainage Easement in Badger View Estates

#### **Prosecuting Attorney**

- j. Employer Contract w/State of Washington Work Study Program

#### **Public Works**

- k. Public Hearing Authorization for Six-Year Road Program
- l. Approval of Franchise to Washington State University
- m. Vacation and Abandonment of Road Right of Way of Dunham Road
- n. Final Assessment Roll Amendment for County Road Improvement District #15, Cottonwood Drive

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

### **City of Richland Local Revitalization Fund**

Gary Ballew, City of Richland presented a proposed interlocal agreement with the City of Richland to participate in the local revitalization fund (state’s program for tax increment financing). He reviewed the proposed revitalization area (Horn Rapids Industrial Park) and said they were projecting it would take 5 to 6 years to develop. Additionally, he said the Port of Benton had already approved its participation. Mr. Ballew said Richland’s 2009 submittal was 1.2 seconds below the funding line along with proposals from five other cities, but the projects have now been approved in the 2010 Legislative Session. He said they would resubmit the application in September.

Commissioner Benitz agreed with partnering on this project and said he would support the interlocal agreement.

DPA Ryan Brown asked if the boundaries followed existing parcel lines and Mr. Ballew said no, but they were going through an action to segregate the property so it would follow parcel lines.

Commissioner Bowman said he would approve the concept, pending an action to approve the contract.

**MOTION:** Commissioner Benitz moved adoption of the interlocal cooperation agreement relating to Revitalization Area for Industry, Science and Education with the City of Richland, approval pending PA's review and authorizing the Chairman to sign. Commissioner Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:30 a.m.

### **Ordinance Amending Chapter 8.20 BCC – Telephone Excise Tax**

Jim Barber, BCES, provide the draft ordinance including the update for the increase in the tax and also the collection from DOR. He said it looked like DOR would be responsible for sending out letters to carriers.

DPA Ryan Brown said the State mandated the change of collecting the tax (regardless of authorization of the tax increase) and it would need to change. He said the State also authorized the broadening of the tax base to increase and authorized the Board to increase the rate of the tax from 50 cents to 70 cents. He said the Board needed an ordinance to change the collection method regardless of what it decided to do about the other two issues. He said the ordinance had everything in it and the Board should decide what it wanted in and what it wanted out. He added that the Board could remove language at the public hearing, but could not add it back in.

Commissioner Benitz asked Ms. Rivera, Treasurer's Office, if they were comfortable with the new process. Ms. Rivera said they were and wanted to know if there was a duration period set on the payment method.

Mr. Barber said the effective date was January 1 for the new collection method and any increases would also be January 1.

Chairman Beaver asked about the language regarding loss of funding. Mr. Barber said the County would lose state support for 911 if it decided not to increase the tax.

Commissioner Benitz asked about receiving support from the cities on the 911 tax and asked SECOMM to send out a letter asking for support. The Board agreed.

Commissioner Bowman said that WSAC was looking at these issues regarding the State's heavy-handedness and the requirement that the County enhance the program or lose state support. He said he was not in a hurry to approve this because he wanted to know more about it and was still

uncomfortable until he knew more. Additionally, he said as part of the information he received he wanted to know how much the state and locals were now receiving since the tax was implemented.

Commissioner Benitz recommended the Board set a public hearing for the last week in September and go through the process (using the proposed draft as a basis), and get the cities to weigh in.

The Board agreed.

Mr. Brown asked if this would change how Benton County has been using its 50-cent tax. Mr. Barber stated that this legislation tightened up the funding so it would be used for 911 specific and there was a possibility that it would be used differently.

### **Vouchers**

Check Date: 07/30/2010  
Warrant #: 15377-15859  
Taxes #: 07102  
Total all funds: \$1,770,499.26

Check Date: 08/13/2010  
Warrant #: 16269-16540  
Total all funds: \$608,889.94

Check Date: 08/16/2010  
Warrant #: 56690-56891  
Direct Deposit #: 230998-231021  
Total all funds: \$110,562.92

Check Date: 08/16/2010  
Taxes #: 10110084  
Total all funds: \$33,968.16

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

### **Resolutions**

10-469	Purchase Agreement w/Trebron Company, Inc. for Anti-Virus Subscription
10-470	Contract w/A & B Asphalt, Inc. for Sidewalk and Root/Drain Repair
10-471	Lease Agreement w/Columbia Basin Pigeon Club
10-472	Contract Amendment, #0663-98393-05, W/Dept. of Social and Health Services
10-473	Food Service Contract Amendment w/Aramark Correctional Services
10-474	Truancy Contract w/Prosser School District
10-475	Line Item Transfer, Fund No. 0504-101, Dept. 000
10-476	SPV 09-03 – Vacation of 20 foot Drainage Easement in Badger View Estates

- 10-477 Employer Contract w/State of Washington Work Study Program
- 10-478 Public Hearing Authorization for Six-Year Road Program
- 10-479 Approval of Franchise to Washington State University
- 10-480 Vacation and Abandonment of Road Right of Way of Dunham Road
- 10-481 Final Assessment Roll Amendment for County Road Improvement District #15,  
Cottonwood Drive

There being no further business before the Board, the meeting adjourned at approximately 10:00 a.m.

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Clerk of the Board

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Chairman

Leo Bowman  
District 1  
Max Benitz, Jr.  
District 2  
James Beaver  
District 3

Board of County Commissioners  
BENTON COUNTY

David Sparks  
County Administrator



Loretta Smith Kelty  
Deputy County Administrator



August 23, 2010

Ms. Lisa Roundy, Assistant Audit Manager  
Washington State Auditor's Office  
100 North Morain, Suite 216  
Kennewick, WA 99336

Dear Ms. Roundy:

We are providing this letter in connection with your audit of applicable federal programs of Benton County for the period January 1, 2009 through December 31, 2009 for the purpose of expressing an opinion on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 of Benton County. We confirm that we are responsible for compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve a weakness in internal control, omission or misstatement of information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the weakness in internal control, omission or misstatement.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit.

1. We acknowledge and understand our responsibility for complying, and have complied, with the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

2. We have prepared the Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133 and included all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
3. We have identified the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal awards.
4. We have complied, in all material respects, with the compliance requirements related to our federal awards.
5. We have disclosed to the auditor any interpretations of federal compliance requirements that vary from federal or pass-through agency interpretations.
6. We have maintained internal control over federal programs sufficient to provide reasonable assurance that awards are managed in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of our federal awards.
7. We have disclosed whether any changes in internal controls over federal awards, including any corrective action taken in response to findings, has occurred subsequent to the audit period.
8. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal agencies or pass-through agencies related to federal awards.
9. We are not aware of any amounts questioned or noncompliance with requirements of our federal awards occurring during or subsequent to the audit period. Further, we have made available to the auditor the results of any other audits or program reviews.
10. We have provided the auditor with all information regarding management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
11. We have made available all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
12. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared, and are prepared on a basis consistent with that presented in the Schedule of Expenditures of Federal Awards.

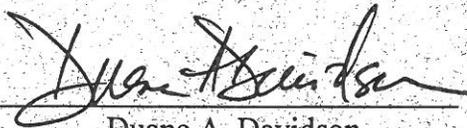
13. We acknowledge and understand our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements. Further, we have notified you that records or data containing information subject to confidentiality requirements have been made available to you.
14. The copies of federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies.
15. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.
16. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements.

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James Beaver  
Chairperson,  
Board of County Commissioners



Brenda Chilton  
Benton County Auditor



Duane A. Davidson  
Benton County Treasurer

cc: Board of County Commissioners  
Brenda Chilton, Benton County Auditor  
Duane A. Davidson, Benton County Treasurer  
Ryan Brown, Chief Civil Deputy, Benton County

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## RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

### IN THE MATTER OF AUTHORIZING ADDITIONAL PAYMENT TO AI NETWORKS FOR EMERGENCY DATA RECOVERY SERVICES

**WHEREAS**, in the matter of soliciting personal and professional service contracts, Resolution 09-814 provides that contracts for non-public works services need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

**WHEREAS**, on June 2, 2010 the storage area network hardware located at the Courthouse in Prosser suffered simultaneous multiple drive failures, rendering the data on the device inaccessible, and not all critical data could be recovered effectively from backup tapes; and

**WHEREAS**, due to the emergency nature of the failed storage area network hardware the Central Services Manager immediately searched for an agency that was equipped to handle the technology of the disk drives and other pertinent criteria and determined that Ai Networks, Irvine, CA would provide the necessary services; and

**WHEREAS**, the Central Services Manager received an initial quote in the amount of \$24,145.49 (attached hereto) and on June 14, 2010 the Board approved Resolution 10-330 declaring an emergency for data recovery services and authorized the Central Services Manager to take emergency action to recover data from the failed storage area network hardware located at the Courthouse and engage the services of Ai Networks in Irvine, CA in an amount not to exceed \$25,000 including tax; and

**WHEREAS**, recovery of the data is now complete to the extent possible, however, the recovery process entailed significantly more complex work than was originally estimated and the cost for recovery exceeds the original \$25,000; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioner authorizes the Central Services Manager to pay Ai Networks for the actual cost of complete recovery service in the total amount of \$40,985.00 plus any applicable sales tax.

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



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**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF APPOINTMENT OF NORMAN MOORER TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Carol Lee on the Benton-Franklin Workforce Development Council, Position B-2 which represents Public Assistance Agency, is vacant and

**WHEREAS**, Norman Moorer, \_\_\_\_\_ has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-2 Public Assistance Agency, and has submitted an application with endorsement from Community Service Division/DSHS/Kennewick Community Service Office; **NOW, THEREFORE,**

**BE IT RESOLVED** that Norman Moorer is hereby appointed, as of September 1, 2010, to fill the B-2 position for Public Assistance Agency representation, said term expiring on June 30, 2013.

Dated \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk to the Board

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: August 23, 2010 Subject: Atomic City Rollergirls	Execute Contract Pass Resolution                   X Pass Ordinance Pass Motion Board Direction	Consent Agenda                   X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by:    cmb Reviewed by:    lsk		

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with the Atomic City Roller Girls. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Atomic City Roller Girls to hold their weekly practices at the Fairgrounds on Tuesdays in September and Tuesdays and Thursdays October through December, 2010.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Atomic City Roller Girls

**RECOMMENDATION**

Move the Lease Agreement with the Atomic City Roller Girls be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE  
BENTON COUNTY FAIRGROUNDS AND THE ATOMIC CITY ROLLERGIRES.**

**WHEREAS**, the Atomic City Rollergirls will provide the Benton County Fairgrounds \$2100.00 for use of the Fairgrounds between September – December, 2010; and

**WHEREAS**, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

**WHEREAS**, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Atomic City Rollergirls Lease Agreement be approved; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Atomic City Rollergirls shall be granted; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Atomic City Rollergirls.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY FAIRGROUNDS**

1500 South Oak Street, Bldg #20  
Kennewick, WA 99337  
(509) 586-9211 ext 200

**LEASE AGREEMENT**

TODAY'S DATE: **August 4, 2010**

LEASE AGREEMENT NUMBER: **045.00**

EVENT DATE(S): **September 7, 14, 21, 28 October 5, 7, 12, 14, 19, 21, 26, 28,  
November 2, 4, 9, 11, 16, 18, 23, 30 December 7, 9, 14, 16, 21, 23, 28, 30**

NUMBER OF DAYS: **28**

BUILDING(S) / AREA: **Building 1**

LESSEE: **Atomic City Rollergirls**

MAILING ADDRESS: **1761 George Washington Way, Richland, WA 99352**

CONTACT: **Julissa Valdez, President**

CELLULAR PHONE: **509-460-2826**

TIME OF THE EVENT: **6-10 pm each Tuesday and Thursday**

TYPE OF EVENT: **Flat track roller skating practices**

ESTIMATED ATTENDANCE: **15**

SELLING TICKETS: YES  NO

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



AGENDA ITEM	TYPE OF ACTION NEEDED	
Joint Resolution for a Business Associate Addendum to Records Management Services, Inc. for records storage	<input checked="" type="checkbox"/> Execute Addendum	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<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
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

This Addendum serves to update HIPPA compliance for the storage and management of patient records from Sunderland Family Treatment Services, a previous mental health outpatient treatment provider for the Counties, until the records can be properly transferred to each patient's new treatment provider or appropriate alternative storage is obtained.

**SUMMARY**

**Period:** August 1, 2010 until amended or terminated by either party.

**Fund Source:** Greater Columbia Behavioral Health (mental health funding)

**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.

**MOTION**

To approve signing the Joint Resolution for updating HIPPA compliance for records storage and maintenance and to authorize the Chair of each County to sign the Agreement on behalf of Boards of Benton and Franklin County Commissioners.

**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 BUSINESS ASSOCIATE ADDENDUM TO THE AGREEMENT BETWEEN RECORDS MANAGEMENT SERVICES, INC., AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES.**

**WHEREAS**, the Records Management Services provides storage and management of patient records from Sunderland Family Treatment Services, a previous mental health outpatient treatment provider for the Counties, until the records can be properly transferred to each patient's new treatment provider. From time to time Records Management Services updates the HIPPA compliance for the storage of these patient files; and

**WHEREAS**, the consideration remains fee for service; and

**WHEREAS**, the Agreement shall be effective August 1, 2010; NOW THEREFORE

**BE IT RESOLVED** that the Boards of Benton & Franklin County Commissioners hereby accept the Business Associate Addendum; and

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

Dated this . . day of . . . . . , 2010

Dated this . . day of . . . . . , 2010

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

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

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

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

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

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

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

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

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<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> B/C 08-23-10 F/C 09-01-10	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Pasco School District for 2010 2011 School Year	Executive Contract <u>xx</u>	PUBLIC HEARING <u>—</u>
<b>Prepared By:</b> Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION <u>—</u>
<b>Reviewed By:</b> Sharon Paradis	Pass Ordinance <u>—</u>	2ND DISCUSSION <u>—</u>
	Pass Motion <u>—</u>	OTHER <u>—</u>
	Other <u>—</u>	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school, the Pasco School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2010, through July 31, 2011.

**SUMMARY**

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

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

JOINT RESOLUTION

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

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

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

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

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Pasco School District, in the amount of \$44,820.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2010 and terminating on July 31, 2011, NOW, THEREFORE

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

DATED this 23<sup>rd</sup> day of August 2010.

DATED this 1<sup>st</sup> day of September 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

ATTEST:

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

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 8/23/2010 <b>Subject:</b> Teamsters Subscription Agreement – Corrections <b>Prepared by:</b> <u>M. Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

See resolution.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Please sign the resolution and the subscription agreement.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT FOR THE TEAMSTERS UNION LOCAL 839, REPRESENTING THE BENTON COUNTY SHERIFF'S OFFICE CORRECTION OFFICERS

WHEREAS, an Agreement was approved by the Benton County Board of Commissioners for the 2010 Collective Bargaining Agreement between Benton County and the Teamsters Local 839, representing the Benton County Sheriff's Office Correction Officers; and

WHEREAS, the Benton County Sheriff's Office Correction Officers represented by Teamsters Union Local 839, elected to participate in benefit plans provided by the Washington Teamsters Welfare Trust; and

WHEREAS, the Washington Teamsters Welfare Trust benefit plans are noted on the Subscription Agreement; NOW THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Washington Teamsters Welfare Trust Subscription Agreement for the Benton County Sheriff's Office Correction Officers represented by Teamsters Union Local 839.

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

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

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

\_\_\_\_\_  
Member

Attest. ....  
Clerk of the Board  
cc: Personnel, Payroll

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

## COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Benton County Sheriffs Department (Corrections)  
Employer Name  
P O Box 470  
Address  
Prosser WA 99350  
City State Zip Code

Teamsters Local Union No. 839  
Labor Organization (Union) Name  
1103 W Sylvester St  
Address  
Pasco WA 99301  
City State Zip Code

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1-1-2010 to: 12-31-2010

New Account  Renewal — Account No. 105188 Approximate No. of Covered Employees 120

## INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is:  Public Entity  Corporation - State of \_\_\_\_\_  Partnership  Sole Proprietorship  LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: \_\_\_\_\_

## BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<i>COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)</i>				<b>Monthly Rate</b>
<b>Medical Plan</b>	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C <input type="checkbox"/> WT-100	\$ 840.10
Life/AD&D	<input type="checkbox"/> A - \$30,000	<input type="checkbox"/> B - \$15,000	<input type="checkbox"/> C - \$5,000	\$
Time Loss	<input checked="" type="checkbox"/> A - \$400/week	<input type="checkbox"/> B - \$300/week	<input type="checkbox"/> C - \$200/week <input type="checkbox"/> D - \$100/week	\$ 19.50
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only			\$
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical			\$
<b>Dental Plan</b>	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	\$ 124.90
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental			\$
<b>Vision Plan</b>	<input checked="" type="checkbox"/> EXT			\$ 11.55
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision			\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration?  Yes  No. If yes, attach a Subscription Agreement for each change.

## EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

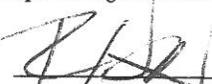
Contributions above are effective (month, year) 09, 20 10 based on employment in the prior month.

**Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.**

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer \_\_\_\_\_

For Union  \_\_\_\_\_

Title/Assn \_\_\_\_\_ Date \_\_\_\_\_

Title Secretary-Treasurer Date 8-11-10

**ELIGIBILITY TO PARTICIPATE IN TRUST**

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

**REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

**TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS**

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

**ACCEPTANCE OF TRUST AGREEMENT**

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

**APPROVAL OF TRUSTEES**

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

\_\_\_\_\_  
Administrative Agent  
Washington Teamsters Welfare Trust

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 8/23/2010 <b>Subject:</b> Teamsters Subscription Agreement - Roads <b>Prepared by:</b> <u>M. Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

See resolution.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Please sign the resolution and the subscription agreement.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT FOR THE TEAMSTERS UNION LOCAL 839, REPRESENTING THE BENTON COUNTY ROAD DEPARTMENT

WHEREAS, an Agreement was approved by the Benton County Board of Commissioners for the 2010-2012 Collective Bargaining Agreement between Benton County and the Teamsters Local 839, representing the Benton County Road Department; and

WHEREAS, the Benton County Road Department employees represented by Teamsters Union Local 839, elected to participate in a benefit plan provided by the Washington Teamsters Welfare Trust; and

WHEREAS, the Washington Teamsters Welfare Trust benefit plan is noted on the Subscription Agreement; **NOW THEREFORE,**

**BE IT RESOLVED** that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Washington Teamsters Welfare Trust Subscription Agreement for the Benton County Road Department represented by Teamsters Union Local 839.

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

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

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

\_\_\_\_\_  
Member

Attest. ....

Clerk of the Board

cc: Personnel, Payroll

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

## COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Benton County Road Department  
 Employer Name  
 P O Box 470  
 Address  
 Prosser WA 99350  
 City State Zip Code

Teamsters Local Union No. 839  
 Labor Organization (Union) Name  
 1103 W Sylvester St  
 Address  
 Pasco WA 99301  
 City State Zip Code

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1-1-2010 to: 12-31-2012

New Account  Renewal — Account No. 139083 Approximate No. of Covered Employees 25

## INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is:  Public Entity  Corporation - State of \_\_\_\_\_  Partnership  Sole Proprietorship  LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: \_\_\_\_\_

## BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)					<u>Monthly Rate</u>
<b>Medical Plan</b>	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> WT-100	\$
Life/AD&D	<input type="checkbox"/> A - \$30,000	<input type="checkbox"/> B - \$15,000	<input type="checkbox"/> C - \$5,000		\$
Time Loss	<input type="checkbox"/> A - \$400/week	<input type="checkbox"/> B - \$300/week	<input type="checkbox"/> C - \$200/week	<input type="checkbox"/> D - \$100/week	\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only				\$
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical				\$
<b>Dental Plan</b>	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		\$
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental				\$
<b>Vision Plan</b>	<input checked="" type="checkbox"/> EXT				\$ 11.55
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision				\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration?  Yes  No. If yes, attach a Subscription Agreement for each change.

## EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) 01, 20 10 based on employment in the prior month.

**Important:** Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer \_\_\_\_\_  
 Title/Assn \_\_\_\_\_ Date \_\_\_\_\_

For Union [Signature]  
 Title Secretary-Treasurer Date 8-11-10

**ELIGIBILITY TO PARTICIPATE IN TRUST**

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

**REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

**TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS**

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

**ACCEPTANCE OF TRUST AGREEMENT**

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

**APPROVAL OF TRUSTEES**

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

\_\_\_\_\_  
Administrative Agent  
Washington Teamsters Welfare Trust

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 8/23/2010 <b>Subject:</b> Teamsters Pension Agreement - Roads <b>Prepared by:</b> <u>M. Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

See resolution.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Please sign the resolution and the pension certification.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND UNION PENSION CERTIFICATION FOR THE BENTON COUNTY ROADS DEPARTMENT, REPESENTED BY TEAMSTERS LOCAL UNION NO. 839

WHEREAS, an Agreement was approved by the Benton County Board of Commissioners for the 2010-2012 Collective Bargaining Agreement between Benton County and the Teamsters Local 839, representing the Road Department; and

WHEREAS, Road Department employees represented by Teamsters Union Local 839, elected to participate in the Western Conference of Teamsters Pension Trust Fund; NOW THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Western Conference of Teamsters Pension Trust Fund Union Pension Certification for the Benton County Roads Department represented by Teamsters Union Local 839.

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

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

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

\_\_\_\_\_  
Member

Attest. ....  
Clerk of the Board  
cc: Personnel, Payroll

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

## EMPLOYER - UNION PENSION CERTIFICATION

(COMPLETE AND FORWARD TO THE ADMINISTRATIVE OFFICE  
FOR NEW EMPLOYERS)

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS.

NAME OF EMPLOYER Benton County Road Dept. NAME OF ASSOCIATION \_\_\_\_\_  
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER.

STREET ADDRESS P O Box 470 CITY, STATE AND ZIP CODE Prosser, WA 99350

EFFECTIVE DATE OF THIS LABOR AGREEMENT 1-1-2010

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

**INDICATE:**

RENEWAL  NEW PENSION ACCOUNT  NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS

EMPLOYER NAME CHANGE  DATE OF CHANGE \_\_\_\_\_ FORMER NAME \_\_\_\_\_

EMPLOYER OWNERSHIP CHANGE  DATE OF CHANGE \_\_\_\_\_

EMPLOYER IS PART OF CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES

NAME OF PARENT COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE AND ZIP CODE \_\_\_\_\_

**FOR LABOR AGREEMENT RENEWALS:**

INDICATE PENSION ACCOUNT NUMBER(S) \_\_\_\_\_  
IF COMPLETED BY ASSOCIATION, INDICATE, IF POSSIBLE, ACCOUNT NUMBER NEXT TO EACH EMPLOYER'S NAME ON ATTACHED LIST

EMPLOYER IS A CORPORATION  PARTNERSHIP  UNINCORPORATED SOLE PROPRIETORSHIP

(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 25

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT.

UNION Teamsters Local Union No. 839

EMPLOYER Benton County

BY [Signature] DATE 8-11-10

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

Robert C. Hawks  
(PRINT NAME OF INDIVIDUAL SIGNING)

\_\_\_\_\_  
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec-Treas PHONE NO. (509) 547-7513

TITLE \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

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

# TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after April 1, 2000)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion is a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the employees on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that part-time regular and full-time regular employees serving a probationary period may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER. Casuals, extras, jobbers and hiring hall employees are not subject to the foregoing exception.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not members of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

## TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.

Labor Agreement Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

# RESOLUTION

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 117

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File, LSK

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney Dept Nbr: 117  
 Fund Name: Current Expense Fund Nbr: 0000-101

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

BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT
515.230.	1795	DPA	\$37,640	515.100.	4103	Professional Services	\$37,640
TOTAL			\$37,640	TOTAL			\$37,640

**Explanation:**

We would like to transfer money from Sarah Perry's salary line-item to professional services because Sarah has been retained to assist Benton County with legal services. Her legal service contract will be paid out of this fund. A copy of her contract is attached.

Prepared by: Margaret Ault Date: \_\_\_\_\_

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# Avenue Law Office

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a labor & employment law boutique

Sarah Perry  
[SPerry@avenue-law.com](mailto:SPerry@avenue-law.com)

July 16, 2010

*Via Email*

Mr. Andy Miller  
Benton County Prosecuting Attorney  
[Andy.Miller@co.benton.wa.us](mailto:Andy.Miller@co.benton.wa.us)

Re: Legal Services for Benton County

Dear Mr. Miller:

Thank you for retaining me to assist Benton County with the following legal services:

**Labor and Employment Law Consulting** - Provide legal advice to Elected Officials, Department Directors, and managers regarding labor and employment matters.

**Collective Bargaining** - Represent the County in collective bargaining with labor organizations.

**Mediation and Arbitration** - Represent the County in labor mediations and arbitrations.

**Juvenile Detention Center Legal Services** - Provide legal advice and review contracts for the Juvenile Detention Center.

8524 W. Gage, Bldg. A-1 #181  
Kennewick, WA 99336  
509.628.1196  
avenue-law.com

Mr. Andy Miller  
July 16, 2010  
Page 2

Through October 31, 2010, I will charge for these services at a flat monthly rate of Ten Thousand Eight Hundred Fifteen Dollars (\$10,815.00) per month, pro-rated for the partial month of July.

Beginning November 1, 2010, I will charge for these services by the billable hour and provide full itemized billing information. My hourly rate for these services is \$205, which is my local, public sector rate.

If you have special needs regarding billing statements, please let me know. Invoices will be sent monthly, and payment is due upon receipt. Invoices not paid within thirty (30) days of the invoice date accrue interest at a rate of 1% per month. We do not charge for telephone, faxing, photocopying, or mileage for travel within the Tri-Cities. We charge for other mileage, high volume photocopying, and other extraordinary out-of-pocket expenses.

Please feel free to contact me with any questions or concerns you may have. Again, thank you for your business.

Very truly yours,

**AVENUE LAW OFFICE**

A handwritten signature in black ink, appearing to read 'Sarah Perry', with a stylized flourish at the end.

Sarah Perry

K

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROADS, RE: REATA PLACE, CE 1931 CRP

WHEREAS, plans and specifications for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners;  
NOW, THEREFORE

BE IT RESOLVED that the plans be and hereby are approved and that the Chairman is authorized to sign Sheet One of Three for Reata Place, CE 1931CRP.

Dated this 23<sup>rd</sup> day of August 2010.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1940 VAC PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY OF CHRISTY ROAD LOCATED IN SECTION 8, TOWNSHIP 5 NORTH, RANGE 28 EAST, WM;

WHEREAS, a request was received to vacate and abandon a portion of unimproved County Right of Way; said request being a strip of unimproved right of way adjacent to Lots 6 through 15 of Block 39, all located in the Plat of the Town of Plymouth, filed under Volume 1 Page 59, which is located in Section 7 and 8, Township 5 North, Range 28 East, W.M.; NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing be held at 9:05 a.m., Monday, September 13, 2010 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 23<sup>th</sup> day of August, 2010.

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

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

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

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

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

SWB:lss

m

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO SUNHEAVEN FARMS, FOR A FRANCHISE FOR AN IRRIGATION WATER SYSTEM AND FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Sunheaven Farms, who has applied to continue a non exclusive franchise for an irrigation water system and facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring August 31, 2020, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Sunheaven Farms has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 23<sup>rd</sup> day of August, 2010

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Chairman

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Chairman Pro-Tem

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Member

Attest:

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:lss

Steven W. Becken  
Public Works Manager

Malcolm Bowie  
County Engineer

9:05

# 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

August 23, 2010

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: Sundance Water Association

Commissioners:

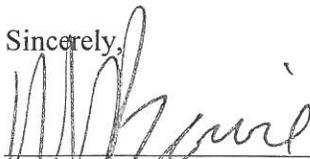
Sundance Water Association has filed a petition to continue a nonexclusive franchise for an irrigation water system and facilities within all of unincorporated Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie  
County Engineer