

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, October 2, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

- ❖ September 25, 2012
- ❖ September 26, 2012 ~ Special Mtg

To view items in detail, please  
click on highlighted area.

Review Agenda

Consent Agenda

**Commissioners**

- a. Line Item Transfer, Fund No. 0000-101, Dept. 107

**Fairgrounds**

- b. Contract w/Sierra Electric, Inc. for Electrical Pedestal Replacement

**Human Services**

- c. Agreement w/Service Alternatives, Inc. for Developmental Disabilities Services
- d. Agreement w/Peopleworks Tri-Cities, LLC for Developmental Disabilities Services
- e. Amended Agreement w/Benton Franklin Community Action Committee
- f. Agreement w/EnTrust Community Services for Developmental Disability Services

**Juvenile**

- g. Contract w/M Trombley for Legal Representation Services
- h. Truancy Contract w/Kiona-Benton School District
- i. Contract w/J Blanco for Functional Family Therapy Training

**Office of Public Defense**

- j. Payment Authorization to P Younesi for Preliminary Court Appearances

**Personnel**

- k. Contract w/C Poulsen for Training Services

**Sheriff**

- l. Contract w/Watson Furniture Group, Inc. for Master Control Work Stations

**Public Hearing**

**Budget** Adjustment – K Mercer

**6-Year** Road Program – S Becken

**Scheduled Business:**

**1-Year** Road Program – S Becken

**Tri City** Regional Chamber of Commerce Coalition Discussion – Comnr. Beaver

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, September 25, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman James Beaver  
Commissioner Shon Small  
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, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Central Services Manager Randy Reid; DPA Ryan Brown; Clerk Josie Delvin; Bryan Thorp, Public Works; Clark Posey, Planning; Erhiza Rivera, Treasurer's Office.

**Approval of Minutes**

The Minutes of September 18, 2012 were approved.

**Consent Agenda**

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

**Central Services**

- a. Renewal of License and Support for Email Firewall System from Microage

**Facilities**

- b. Line Item Transfer, Fund No. 0000-101, Dept. 110

**Fairgrounds**

- c. Lease Agreement w/Benton Franklin Fair Association

**Human Services**

- d. Amended Agreement w/Lourdes Health Network for Residential Substance Abuse Treatment Services
- e. Agreement w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services
- f. Agreement w/Arc of Tri-Cities for Developmental Disabilities Services
- g. Agreement w/Columbia Industries for Developmental Disabilities Services
- h. Grant Amendment w/WA St Department of Commerce, Community Services and Housing Division

- i. Interlocal Agreement w/Cities of Benton City, Kennewick, Prosser, Richland and West Richland for Local Homeless Housing & Assistance Plans & Programs

**Juvenile**

- j. Amending Benton County Resolution 2012-025; Amending Payment to Apollo Sheet Metal

**Office of Public Defense**

- k. Termination of Superior Court Public Defense Agreement w/S Mendoza
- l. Termination of Superior Court Public Defense Agreement w/K Holt
- m. Termination of Superior Court Public Defense Agreement w/S Johnson
- n. Termination of Superior Court Public Defense Agreement w/L Zeigler
- o. Termination of Superior Court Public Defense Agreement w/G Metro
- p. Termination of Superior Court Public Defense Agreement w/D Arnold
- q. Professional Services Agreement w/C Bennett

**Parks**

- r. Contract w/Ikon Marketing Group for Internet Website for Horn Rapids Park
- s. Contract w/Ikon Marketing Group for Maintenance of Internet Website for Horn Rapids Park

**Personnel**

- t. Rescinding Resolution 08-799 Regarding Hiring Policy for Retired Pers 1 Employees
- u. Employee of the Month Appointment
- v. Contract w/Penser North America, Inc. for Third Party Administrative Services

**Public Works**

- w. Short Plat for Property at Prosser Shop
- x. Funding Authorization to Overlay Asphalt at Hinzerling Road
- y. Funding Authorization for Extension of Locust Grove Road Driveway Culvert
- z. Funding Authorization to Pre-Level Harrington Road

**Final Plat of Riverdown Estates – SUB 06-04**

Clark Posey submitted the final plat of Riverdown Estates and said that all conditions of approval had been met and it was the Planning Department's recommendation for the Board to approve the resolution and authorize the Chairman to sign the final plat.

**MOTION:** Commissioner Bowman moved to approve the Final Plat of Riverdown Estates SUB 06-04 and authorize the Chairman to sign the final plat. Commissioner Small seconded and upon vote, the motion carried unanimously.

**Commissioner Assignment Update**

Commissioner Bowman reported on his attendance at the WSAC meeting. He said the Legislative Steering Committee has yet to meet and finalize its agenda but the Board did recommend a budget (Benton County's dues increased by \$147 due to growth of population). They also spent a lot of time talking about the Superior Court Indigent Defense litigation issue. Additionally, he would be attending the Tri City Chamber luncheon tomorrow.

Commissioner Small reported on his attendance at the Benton-Franklin Health Board meeting and commented there was a visitor from Yakima County and they were asking for assistance to complete a study and outreach program on nitrates and bacteria in the water; he said his goal and primary focus was in Benton County.

Chairman Beaver said he also attended the Health Board meeting and extended his concern about using resources outside Benton-Franklin County. He also reported on his attending at the HAIEFIC loan committee meeting and Dept. of Ecology meeting. He said he was given information regarding the groundwater management advisory group and that he would pass that along to the Planning Department to review what Benton County's level of involvement should be. Additionally, he toured the waste treatment plant with Adam Fyall and RJ Lott.

Chairman Beaver said he would not be able to sit on the Canvassing Board since he was up for re-election and Commissioner Small indicated he would take the appointment. Additionally, he attending the B-F Council of Government meeting and the Board briefly discussed the newly proposed RTPPO arrangement.

Chairman Beaver discussed the McWhorter Ranch issue and said it might be appropriate for a member of the Board to attend those meetings. Commissioner Bowman said he had been acting in that role to this point and Mr. Fyall was fully familiar with all the issues. He said he wanted to want to continue with that assignment until he no longer could and the Board agreed.

### **Vouchers**

Check Date: 09/17/2012  
Taxes #: 10112094  
Total all funds: \$32,376.20

Check Date: 09/17/2012  
Warrant #: 234650-234666  
Direct Deposit #: 77618-77818  
Total all funds: \$108,527.37

Check Date: 09/21/2012  
Warrant #: 65954-66152  
Taxes #: 01010912, 01160912, 05010912  
Total all funds: \$620,836.27

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

### **Resolutions**

2012-540: Renewal of License and Support for Email Firewall System from Microage  
2012-541: Line Item Transfer, Fund No. 0000-101, Dept. 110  
2012-542: Lease Agreement w/Benton Franklin Fair Association

- 2012-543: Amended Agreement w/Lourdes Health Network for Residential Substance Abuse Treatment Services
- 2012-544: Agreement w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services
- 2012-545: Agreement w/Arc of Tri-Cities for Developmental Disabilities Services
- 2012-546: Agreement w/Columbia Industries for Developmental Disabilities Services
- 2012-547: Grant Amendment w/WA St Department of Commerce, Community Services and Housing Division
- 2012-548: Interlocal Agreement w/Cities of Benton City, Kennewick, Prosser, Richland and West Richland for Local Homeless Housing & Assistance Plans & Programs
- 2012-549: Amending Benton County Resolution 2012-025; Amending Payment to Apollo Sheet Metal
- 2012-550: Termination of Superior Court Public Defense Agreement w/S Mendoza
- 2012-551: Termination of Superior Court Public Defense Agreement w/K Holt
- 2012-552: Termination of Superior Court Public Defense Agreement w/S Johnson
- 2012-553: Termination of Superior Court Public Defense Agreement w/L Zeigler
- 2012-554: Termination of Superior Court Public Defense Agreement w/G Metro
- 2012-555: Termination of Superior Court Public Defense Agreement w/D Arnold
- 2012-556: Professional Services Agreement w/C Bennett
- 2012-557: Contract w/Ikon Marketing Group for Internet Website for Horn Rapids Park
- 2012-558: Contract w/Ikon Marketing Group for Maintenance of Internet Website for Horn Rapids Park
- 2012-559: Rescinding Resolution 08-799 Regarding Hiring Policy for Retired Pers 1 Employees
- 2012-560: Contract w/Penser North America, Inc. for Third Party Administrative Services
- 2012-561: Short Plat for Property at Prosser Shop
- 2012-562: Funding Authorization to Overlay Asphalt at Hinzerling Road
- 2012-563: Funding Authorization for Extension of Locust Grove Road Driveway Culvert
- 2012-564: Funding Authorization to Pre-Level Harrington Road
- 2012-565: Final Plat – Riverdown Estates – SUB 06-04

There being no further business before the Board, the meeting adjourned at approximately 9:30 a.m.

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Clerk of the Board

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Chairman

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
Wednesday, September 26, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Justice Center, Kennewick, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Lexi Wingfield, Personnel.

**Kennewick Irrigation District Interviews**

The Board interviewed applicants Dean Dennis, Robert Frink, Penny Hermanson, and Dale Walter for the open director position on the Kennewick Irrigation District. After review and consideration, the Board made the following motion and resolution:

**MOTION:** Commissioner Bowman moved to appoint Dean Dennis to the open director position on the Kennewick Irrigation District Board. Commissioner Small seconded.

Discussion

Commissioner Bowman said that he felt Mr. Dennis had a better grasp of what was going on than what he indicated and he didn't believe he had any axe to grind or conflict of interest. Commissioner Small said he also liked what he had to say about being a team player and improvements to be made. Upon vote, the motion carried unanimously.

Resolution

No. 2012-566: Appointment of Dean Dennis to the Kennewick Irrigation District

The Board recessed, reconvening at 10:00 a.m.

**Benton County Public Facilities District Interviews**

As there was no one present to interview, the Board agreed to recess. The Board reconvened at 10:30 a.m.

The Chairman recommended the Board contact the Public Facilities District to let them know there were not any applicants present for the interview and request the District to make a recommendation for appointment.

**MOTION**: Commissioner Bowman moved to approve sending a letter to the Benton County Public Facilities District as recommended by the Chairman. Commissioner Small seconded and upon vote, the motion carried unanimously.

The Board recessed, reconvening at 11:00 a.m.

**Benton County Mosquito Control District Interviews**

The Board interviewed applicant Kevin Christensen for the open director position on the Benton County Mosquito Control District. After review and consideration, the Board made the following motion and resolution:

**MOTION**: Commissioner Small moved to appoint Kevin Christensen to the open director position on the Benton County Mosquito Control District. Commissioner Bowman seconded and upon vote, the motion carried

**Resolution**

No. 2012-567: Appointment of Kevin Christensen to the Benton County Mosquito Control District

There being no further business before the Board, the meeting adjourned at approximately 11:15 a.m.

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

\_\_\_\_\_  
Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> 10/02/12 <b>Subject:</b> Line Item Transfer <b>Prepared by:</b> Marilu Flores <b>Reviewed by:</b> L Smith Kelty	<b>Execute Contract</b> _____ <b>Pass Resolution</b> XXX <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> XXX <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

A line item transfer is necessary in order to pay for an iPad purchase for the Finance Manager.

**SUMMARY**

**RECOMMENDATION**

Approve line item transfer in the amount of \$584 in order to process the purchase of an iPad for the Finance Manager.

**FISCAL IMPACT**

na

**MOTION**

na - on consent agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 107.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File, M Flores

Flores

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:  Dept Nbr:   
 Fund Name:  Fund Nbr:

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.100	3101	Office Supplies	\$584	511.100	3501	Small Item Equipment	\$584
TOTAL			\$584	TOTAL			\$584

Explanation:  
 Transfer necessary to pay for Ipad purchase for the Finance Manager.

Prepared by:  Date:

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

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Member

\_\_\_\_\_  
 Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 10/2/2012	Execute Contract	_____	Consent Agenda
Subject: Sierra Elec. Contract	Pass Resolution	__X__	Public Hearing
Prepared by: J. Donley	Pass Ordinance	_____	1st Discussion
Reviewed by:	Pass Motion	_____	2nd Discussion
	Other	_____	Other

**BACKGROUND INFORMATION**

Benton County will be replacing thirty-six (36) above ground electrical pedestals with traffic rated underground vaults with watertight caps and plugs.

Proposals were solicited and received from the following:

- Sierra Electric, Inc., Pasco, Wa. - \$30,550.00 PLUS WSST
- Sun River Electric Service, Inc., Kennewick, Wa.- \$32,361.00 PLUS WSST
- Absolute Power, Inc., Kennewick, Wa. - \$41,252.47 PLUS WSST
- Power City Electric, Inc., Pasco, Wa. - \$62,970.00 PLUS WSST

Proposals were reviewed and the recommendation is to move forward with a contract for said services with Sierra Electric, Inc. as the lowest bidder.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and Sierra Electric, Inc., for a contract to replace thirty-six (36) above ground electrical pedestals with traffic rated underground vaults with watertight caps and plugs.

**FISCAL IMPACT**

The total cost of the project is \$30,550.00 PLUS WSST. This project will be paid from the Fairgrounds Improvement fund 0123-101 with \$30,000.00 being reimbursed through a grant received from the Washington State Department of Agriculture.

**MOTION**

Move to approve the attached contract between Benton County and Sierra Electric, Inc. for a contract amount of \$30,550.00 PLUS WSST.

## RESOLUTION

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

**IN THE MATTER OF CONTRACTING WITH SIERRA ELECTRIC, INC. FOR THE ELECTRICAL PEDESTAL REPLACEMENT LOCATED AT THE BENTON COUNTY FAIRGROUNDS, KENNEWICK, WASHINGTON**

**WHEREAS**, the electrical pedestals at the Benton County Fairgrounds are aging and are an accident hazard; and

**WHEREAS**, this project was awarded grant funds from the Washington State Department of Agriculture in the amount of \$30,000.00; and

**WHEREAS**, the Board of Benton County Commissioners recommend moving forward with the project; and

**WHEREAS**, the following proposals were solicited from contractors on the Benton County's Small Works Roster;

- Sierra Electric, Inc., Pasco, Wa. –SIERREI021CZ - \$30,550.00 PLUS WSST
- Sun River Electric Service, Inc., Kennewick, Wa.- SUNRIES156J3 - \$ 32,361.00 PLUS WSST
- Absolute Power, Inc., Kennewick, Wa. -ABSOLPI920KZ - \$41,252.47 PLUS WSST
- Power City Electric, Inc., Pasco, Wa. - POWERCE994BA - \$62,970.00 PLUS WSST

**WHEREAS**, the Benton County Facilities Manager reviewed the proposals and recommends awarding said services to Sierra Electric, Inc., Kennewick, WA as the lowest responsive bidder for a proposal amount of \$30,550.00 plus WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agree to move forward with this project and award the electrical pedestal replacement located at the Benton County Fairgrounds to Sierra Electric, Inc., Kennewick, WA for a total contract amount of \$30,550 plus WSST; and

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

Orig: Fairgrounds  
Cc: Auditor; D.Docken; File

J.Donley

**BE IT FURTHER RESOLVED** the term of the attached contract commences upon execution by both parties and shall terminate November 30, 2012.

Dated this \_\_\_\_\_2nd\_\_\_\_\_ day of \_\_\_\_\_October\_\_\_\_\_ 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Sierra Electric, Inc., with its principal offices at 4120 Swallow Ave. Pasco, Wa. 99302, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents

- a. Exhibit A- Scope of Work/Compensation
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon execution and shall expire on November 30, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to remove thirty-six (36) above ground electrical pedestals and replace them with traffic rated underground vaults with watertight cords and cord caps at the Benton County Fairgrounds in accordance with Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #12/13-DD-SA-00 with Service Alternatives, Inc. <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b>	<input checked="" type="checkbox"/>	<b>Consent Agenda</b>	<input checked="" type="checkbox"/>
	<b>Pass Resolution</b>	<input checked="" type="checkbox"/>	<b>Public Hearing</b>	<input type="checkbox"/>
	<b>Pass Ordinance</b>	<input type="checkbox"/>	<b>1st Discussion</b>	<input type="checkbox"/>
	<b>Pass Motion</b>	<input type="checkbox"/>	<b>2nd Discussion</b>	<input type="checkbox"/>
	<b>Other</b>	<input type="checkbox"/>	<b>Other</b>	<input type="checkbox"/>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Service Alternatives, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #12/13-DD-SA-00 with Service Alternatives, Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-SA-00 TO  
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON  
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND  
SERVICE ALTERNATIVES, INC.**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Service Alternatives, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Service Alternatives, Inc. for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-SA-00 with Service Alternatives, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of .....2012.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-SA-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Service Alternatives, Inc.**, a Washington State For-Profit Corporation, with its principal offices at 909 S.E. Everett Mall Way, Everett, WA 98208 (hereinafter "Contractor").

**Counties Contact Information:**  
Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**  
Anton Saunsaucie, Director  
Service Alternatives, Inc.  
909 S.E. Everett Mall Way, #C-345  
Everett, WA 98208  
Phone: 425-710-0107 / Fax 866.587.2916  
E-Mail: asaunsaucie@servalit-ces.com

Is the Contractor a subrecipient for purposes of this Agreement ..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... July 1, 2012  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

- Attachments incorporated into this Agreement
- Exhibit "A" – Fee-For-Services Schedule
  - Exhibit "B" – Job Type Code List
  - Exhibit "C" – Community Access Billable Activities
  - Exhibit "D" – Employment Phases & Billable Activities
  - Exhibit "E" – Data Security Requirements

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

**For the Contractor:**



Title: Director / CES Date 9-18-12

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

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

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

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

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
Department of Human Services

  
Benton County Prosecutor's Office

  
Franklin County Prosecutor's Office

d. Agreement w/Peopleworks Tri-Cities, LLC for Developmental Disabilities Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #12/13-DD-PTC-00 with Peopleworks Tri-Cities, LLC <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Peopleworks Tri-Cities, LLC, to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #12/13-DD-PTC-00 with Peopleworks Tri-Cities, LLC, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-PTC-00 TO  
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON  
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND  
PEOPLEWORKS TRI-CITIES, LLC**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Peopleworks Tri-Cities, LLC, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Peopleworks Tri-Cities, LLC for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-PTC-00 with Peopleworks Tri-Cities, LLC, to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of ..... 2012.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-PTC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Peopleworks Tri-Cities, LLC**, a Washington State Limited Liability Corporation, with its principal offices at 1100 North Fork Road, Yakima, WA 98908 (hereinafter "Contractor").

**Counties Contact Information:**  
Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**  
Samuel J. Ankney  
Peopleworks Tri-Cities, LLC  
PO Box 8251  
Yakima, WA 98908  
Phone: 509.965.5855 / Fax 509.965.6513  
E-Mail: peopleworks@nwinfo.net

Is the Contractor a subrecipient for purposes of this Agreement ..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... July 1, 2012  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

- Attachments incorporated into this Agreement
- Exhibit "A" – Fee-For-Services Schedule
  - Exhibit "B" – Job Type Code List
  - Exhibit "C" – Community Access Billable Activities
  - Exhibit "D" – Employment Phases & Billable Activities
  - Exhibit "E" – Data Security Requirements

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

**For the Contractor:**

  
\_\_\_\_\_

Title: MANAGER Date 9/18/12

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

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

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

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

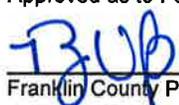
Approved as to Content:

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Department of Human Services

  
\_\_\_\_\_  
Benton County Prosecutor's Office

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Amendment</b> <input checked="" type="checkbox"/>	<b>Consent Agenda</b> <input checked="" type="checkbox"/>
<b>Subject:</b> First Amendment to Agreement #2011/2013-HEN-BFCAC	<b>Pass Resolution</b> <input checked="" type="checkbox"/>	<b>Public Hearing</b> <input type="checkbox"/>
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>Pass Ordinance</b> <input type="checkbox"/>	<b>1st Discussion</b> <input type="checkbox"/>
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Pass Motion</b> <input type="checkbox"/>	<b>2nd Discussion</b> <input type="checkbox"/>
	<b>Other</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>

## BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Benton Franklin Community Action Committee to provide Essential Needs, Rent and Utility Payments to Medical Care Services recipients.

Housing and Essential Needs Grant funds are limited to providing rental assistance, utility assistance and essential needs for Medical Care Services recipients as determined by the Department of Social and Health Services (DSHS).

The purpose of this Amendment is to amend the underlying Agreement Attachments A, B, and C with the attached Amended Attachments A, B and C.

## SUMMARY

**Funding Source:** Washington State Department of Commerce

## RECOMMENDATION

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

## FISCAL IMPACT

Funding for the services described in this Amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

## MOTION

To approve signing a First Amendment to Agreement #2011/2013-HEN-BFCAC with Benton Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.



Signature: \_\_\_\_\_

# JOINT RESOLUTION

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

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON,  
AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO AGREEMENT #2011/2013-HEN-BFCAC TO PROVIDE HOUSING AND ESSENTIAL NEEDS SERVICES BETWEEN BENTON FRANKLIN COMMUNITY ACTION COMMITTEE AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES; PREVIOUSLY APPROVED BY BENTON COUNTY RESOLUTION NO. 11-802 AND FRANKLIN COUNTY RESOLUTION NO. 2011-453**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Benton Franklin Community Action Committee to provide Essential Needs, Rent and Utility Payments for Medical Care Services recipients; and

**WHEREAS**, Housing and Essential Needs Grant funds are limited to providing rental assistance, utility assistance and essential needs for Medical Care Services recipients as determined by the Department of Social and Health Services; and

**WHEREAS**, the purpose of this Amendment is to amend the underlying Agreement Attachments A, B, and C with the attached Amended Attachments A, B, and C; NOW THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; 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, a First Amendment to Agreement #2011/2013-HEN-BFCAC to replace Attachments A, B, and C with the attached Amended Attachments A, B, and C; and

**BE IT FURTHER RESOLVED**, the Consideration amount and Agreement End Date remain unchanged.

Dated this.....day of ....., 2012

Dated this.....day of ....., 2012

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
First Amendment to Agreement #2011/2013-HEN-BFCAC**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Benton Franklin Community Action Committee**, a private non-profit agency, with its principal offices 720 W. Court St., Pasco, WA 99301 (hereinafter "Grantee").

**Counties Contact Information:**  
Edward Thornbrugh, Administrator  
Department of Human Services  
7102 West Okanogan Place, Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Grantee Contact Information:**  
Judith A. Gidley, Executive Director  
Benton Franklin Community Action Committee  
710 West Court Street  
Pasco, WA 99301  
Phone: 509.545.4042  
Fax: 509.544.9691  
E-Mail: jgidley@bfcac.org

**Agreement Start Date** ..... October 1, 2011  
**Agreement End Date** (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

**Consideration** ..... \$600,182.00

Attachments incorporated into this Agreement:  
Amended Attachment A-Scope of Work, Amended Attachment B-Budget  
Amended Attachment C-Department of Commerce Program Guidelines

By their signatures below, the parties agree to the terms and conditions of this First Amendment and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this First Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this First Amendment.

**For the Contractor:**

 Title: Executive Director Date 9/17/12

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date \_\_\_\_\_ Attest: Clerk of the Board

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date \_\_\_\_\_ Attest: Clerk of the Board

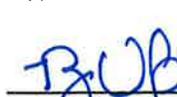
Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #12/13-DD-ECS-00 with EnTrust Community Services <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with EnTrust Community Services, to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #12/13-DD-ECS-00 with EnTrust Community Services, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

**BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-ECS-00 TO  
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON  
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND  
ENTRUST COMMUNITY SERVICES**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with EnTrust Community Services, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with EnTrust Community Services for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-ECS-00 with EnTrust Community Services, to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of .....2012.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Franklin County, Washington

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-ECS-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **EnTrust Community Services**, a Washington State Non-Profit Corporation, with its principal offices at 1510 South 36<sup>th</sup> Avenue, Yakima, WA 98909 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**

Sherie Leadon, Chief Executive Officer  
EnTrust Community Services  
PO Box 9727  
Yakima, WA 98909-0727  
Phone: 509-423-4756 / Fax 509-453.1614  
E-Mail: richleadons@entrustcs.org

Is the Contractor a subrecipient for purposes of this Agreement ..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... July 1, 2012

Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

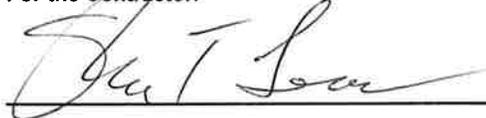
Consideration ..... Fee-For-Service

**Attachments incorporated into this Agreement**

- Exhibit "A" – Fee-For-Services Schedule
- Exhibit "B" – Job Type Code List
- Exhibit "C" – Community Access Billable Activities
- Exhibit "D" – Employment Phases & Billable Activities
- Exhibit "E" – Data Security Requirements

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

**For the Contractor:**

  
\_\_\_\_\_

Title: CEO Date 9-18-12

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

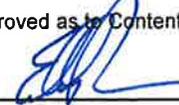
\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

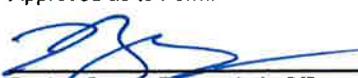
\_\_\_\_\_  
Franklin County Commissioners Date

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

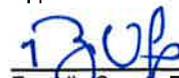
Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 10/2/12 F/C 10-10-12	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Professional Services Contract for Michelle Trombley	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Toni Lehman	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon A. Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Michelle Trombley. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

**SUMMARY**

This Professional Services Agreement between Michelle Trombley and the Benton-Franklin Counties Juvenile Justice Center is to provide legal representation to indigent persons in Benton-Franklin Counties Juvenile Court Division.

**RECOMMENDATION**

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Professional Services Agreement for Legal Representation of indigent persons in Benton and Franklin Counties Juvenile Court Division, as written with an amount not to exceed \$85,000.00. The term of the attached contract commences on October 15, 2012 and expires on December 31, 2014.

**FISCAL IMPACT**

Compensation for the panel attorney is set forth in the Juvenile Court's Operations Budget. No fiscal impact as expenditures are already included in the Dept. 171, Operations Budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Professional Services Agreement with Ms. Trombley.

**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 BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND MICHELLE T. TROMBLEY, and,**

**WHEREAS**, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Michelle T. Trombley, be approved as presented; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the board concurs with the Administrator of the Juvenile Center recommendation and hereby awards the Professional Services Contract to Michelle T. Trombley in an amount not to exceed \$ 147,600.00.

**BE IT FURTHER RESOLVED**, the term of the attached contract commences October 15, 2012 and expires on December 31, 2014.

**DATED** this 2nd day of October 2012  
**BENTON COUNTY BOARD OF  
COMMISSIONERS**

**DATED** this 10<sup>th</sup> day of October 2012  
**FRANKLIN COUNTY BOARD OF  
COMMISSIONERS**

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Chairman of the Board

---

Chairman of the Board

---

Member

---

Chairman Pro Tem

---

Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

---

Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

---

Clerk of the Board

---

Clerk of the Board

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

## PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1214MTT001

THIS AGREEMENT is entered into by and between **Michelle T Trombley**, attorney at law, Washington State Bar Association #42912 ("Attorney"), dba Rodriguez & Associates, P.C.; and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

### THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Counties and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **15<sup>th</sup> day of October, 2012** and shall continue thereafter through and including the **31st day of December, 2014**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **7502 W Deschutes Pl, Kennewick, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 783-5551** and **(509) 783-5551** respectively; and Attorney's current office/work e-mail address is **mtrombley@rodriguezlawwa.com**.

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> B/C 10-2-12 F/C 10-10-12	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Kiona-Benton School District for 2012 2013 School Year	Executive Contract	<u>xx</u>
	Pass Resolution	<u>xx</u>
<b>Prepared By:</b> Toni Lehman	Pass Ordinance	
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	
	Other	

**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 year (September 1, 2012 through June 30, 2013), the Kiona-Benton School District wishes 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, 2012, through July 31, 2013.

**SUMMARY**

Kiona-Benton 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 assessments and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements. The Fee for Service Contract was not received back from the Kiona-Benton School District until September 18, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**RECOMMENDATION**

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

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Kiona-Benton School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$1,260.00

**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 Kiona-Benton 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 AWARDING THE FEE FOR SERVICE CONTRACT  
BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE  
CENTER AND KIONA-BENTON 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 Kiona-Benton School District and Benton-Franklin Juvenile Justice Center be approved as presented. The Fee for Services Contract was not received back from the Kiona-Benton School District until September 18, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the Administrator of the Juvenile Court.

**BE IT FURTHER RESOLVED**, The maximum amount payable by the Kiona-Benton School District to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$1,260.00; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on September 1, 2012 and expires on July 31, 2013; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Fees for Services Contact.

**DATED** this 2nd day of October 2012.

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

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

**ATTEST:**

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

**DATED** this 10th day of October 2012.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
JACQUELINE STAM  
Court Commissioners

## FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kiona-Benton School District, with its principal offices at 1107 Grace, Benton City, WA, 99320, (hereinafter referred to as "District").

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

### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2012, through July 31, 2013, unless terminated prior to that time as provided herein.

### 2. SERVICES PROVIDED

The Counties shall perform the following services:

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

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B-C 10/2/12 F-C 10/10/12	Executive Contract <u>XX</u>	CONSENT AGENDA xx
SUBJECT: Guest Trainer Contract with Julio Blanco	Pass Resolution <u>XX</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center desires to contract with Julio Blanco to provide Functional Family Therapy training to the new Functional Family Therapist employed by Benton-Franklin Counties Juvenile Justice Center.

**SUMMARY**

Julio Blanco has agreed to a rate of pay of \$26.50 per hour up to 20 hours as specifically scheduled and authorized by the Community Supervision Manager.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Guest Trainer Contract between Julio Blanco and Benton-Franklin Counties Juvenile Justice Center for training on Functional Family Therapy.

**FISCAL IMPACT**

The maximum compensation amount for the training is \$530.00. The compensation is included in the approved Juvenile Grant Reimbursement Budget # 174. No supplemental needed.

**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 the Guest Trainer Contract with Julio Blanco.

**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 AWARDING THE GUEST TRAINER CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND JULIO BLANCO FOR FUNCTIONAL FAMILY THERAPY TRAINING**

**WHEREAS**, Julio Blanco possess distinct skills/experience for performing Functional Family Therapy. Julio Blanco has agreed to provide an orientation on Functional Family Therapy to the new Functional Family Therapist employed by Benton-Franklin Counties Juvenile Justice Center; and

**WHEREAS**, the rate of pay will be \$26.50 per hour up to 20 hours as specifically scheduled and authorized by the Community Supervision Manager; and

**WHEREAS**, the Juvenile Administrator recommends entering into a Guest Trainer Contract with Julio Blanco. **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concurs with the Juvenile Administrator's recommendation and hereby awards the Guest Trainer Contract to Julio Blanco in an amount not to exceed \$530.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Guest Trainer contract, and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on the date executed by the Counties and expires on December 31, 2012.

**DATED** this 2nd day of October 2012  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 10th day of October 2012  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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Chairman of the Board

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Chairman of the Board

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Member

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Chairman Pro Tem

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Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

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Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

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Clerk of the Board

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Clerk of the Board

## BENTON AND FRANKLIN COUNTIES GUEST TRAINER CONTRACT

Benton and Franklin Counties ("COUNTIES"), by and through the Benton-Franklin Counties Juvenile Justice Center, and Julio Blanco ("GUEST TRAINER"), agree that the GUEST TRAINER will furnish services for the COUNTIES. It is understood and agreed that the GUEST TRAINER possesses distinct skills/experience for performing the services described below; that COUNTIES contract for said services that GUEST TRAINER understands and believes the services are being performed upon the following terms and conditions:

**TITLE OF TRAINING:** FUNCTIONAL FAMILY THERAPY TRAINING

**FEE PER TRAINING:** \$26.50 per hour for up to 20 hours as specifically scheduled and authorized in writing by the Community Supervision Manager.

**MAXIMUM COMPENSATION:** \$530.00

**DATE(S) OF TRAININGS:** The trainings will occur between October 1, 2012 and October 31, 2012. The training materials may be reproduced by the Benton-Franklin Counties Juvenile Justice Center for internal training purposes.

**DURATION OF CONTRACT:** From the date executed by the Counties expiring on December 31, 2012.

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

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

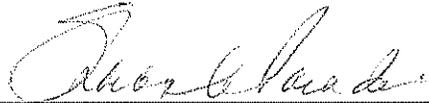
**TERMINATION OF CONTRACT:** The COUNTIES may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

**CONTRACT REPRESENTATIVES:** Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

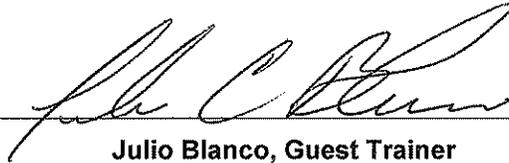
- a. FOR CONTRACTOR: Julio Blanco  
1102 W. Margaret Street  
Pasco WA 99301  
Phone: (509) 521-5597
  
- b. FOR COUNTIES: Sharon Paradis, Administrator  
Benton-Franklin Counties  
Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
Phone: (509) 736-2722

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



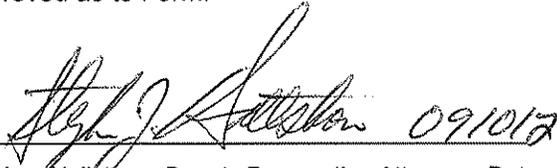
Sharon A. Paradis, Juvenile Court Administrator



Julio Blanco, Guest Trainer

**BENTON COUNTY APPROVAL**

Approved as to Form:



Stephen Hallstrom, Deputy Prosecuting Attorney Date

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: James Beaver  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Brad Peck  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

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

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

All information must be completed for contract to be valid.

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<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
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: **September 18, 2012**  
 Presentation length:  
 Presenting elected office/department: **OPD**  
 Prepared by: **Eric Hsu**  
 Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

OPD provides public defense services to defendants charged with felony offenses who appear on the Superior Court preliminary appearance docket. On Monday, Tuesday, and Friday, this representation is provided using Staff Attorneys and the Indigent Defense Coordinator. On August 6, 2012 and August 10, 2012, because of staff shortage (there is one vacant Staff Attorney position), scheduled vacation, and court scheduling conflicts, OPD was unable to utilize staff in providing this service and needed to contract with attorney Peyman Younesi to do so instead. It is appropriate to compensate attorney Younesi in the amount of \$150 per docket, which is the equivalent amount that OPD compensates District Court attorneys for appearing on the District Court arraignment docket (very similar to the preliminary appearance docket).

**SUMMARY**

Attorney Younesi provided coverage for OPD Staff Attorneys for two preliminary appearance dockets. It is appropriate to compensate him in the amount of \$150 per docket for a total of \$300.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No fiscal impact. No additional funding to be requested or needed.

# RESOLUTION

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

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

**IN THE MATTER OF COMPENSATING ATTORNEY PEYMAN YOUNESI FOR TWO OCCASIONS WHEN HE SUBSTITUTED IN FOR OPD STAFF ATTORNEYS FOR PURPOSES OF REPRESENTING DEFENDANTS AT SUPERIOR COURT PRELIMINARY APPEARANCE DOCKETS.**

**WHEREAS**, Benton County is legally mandated to provide indigent defense services to defendants in Superior Court; and

**WHEREAS**, as a result of Criminal Rule 3.1, which states, in relevant part, that representation is to be provided at the “earliest stage possible” OPD has been providing representation to all defendants at Superior Court preliminary appearance dockets; and

**WHEREAS**, to save costs, instead of contracting with attorneys to provide this service it has been provided using OPD Staff Attorneys and/or the Indigent Defense Coordinator (as additional duties); and

**WHEREAS**, because of pre-arranged vacations, court scheduling conflicts and one OPD Staff Attorney vacancy it was necessary to ask contract attorney Peyman Younesi to substitute for OPD Staff Attorneys in providing representation at the Superior Court preliminary appearance dockets on August 6, 2012 and August 10, 2012; and

**WHEREAS**, OPD compensates contract attorneys in the amount of \$150 per docket for relatively equivalent duties during District Court arraignment dockets;

**NOW THEREFORE, BE IT RESOLVED THAT** contract attorney Peyman Younesi be compensated in the amount of \$150 for each preliminary appearance docket; and

**BE IT FURTHER RESOLVED** where contract attorney Peyman Younesi provided defense services, substituting in for OPD Staff Attorneys and/or the Indigent Defense Coordinator to provide coverage for pre-arranged vacations and court scheduling conflicts, for a total of \$300.

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

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners, Benton County  
Washington

Attest: . . . . .  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>10/2/2012</u>	Execute Contract	<u>  x  </u>	Consent Agenda
Subject:	<u>Trainer</u>	Pass Resolution	<u>      </u>	Public Hearing
	<u>Contract</u>	Pass Ordinance	<u>      </u>	1st Discussion
Prepared by:	<u>B.Perry</u>	Pass Motion	<u>      </u>	2nd Discussion
Reviewed by:	<u>M.Wenner</u>	Other	<u>      </u>	Other

**BACKGROUND INFORMATION**

The Assessor, Auditor, and Treasurers Office conduct staff training on Columbus Day with their employees on various subjects. A topic of interest for all three offices this year was "Effective Communication". Ms. Connie Poulsen offers this training, and the Personnel Resources Department would like to enter into a trainer contract, good for October 8, 2012 only, with Ms. Poulsen.

**SUMMARY**

Trainer contract with Connie Poulsen to deliver training on "Effective Communication".

**RECOMMENDATION**

Recommend approval of Trainer contract with Connie Poulsen.

**FISCAL IMPACT**

Not to exceed \$2000.

**RESOLUTION**

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

**IN THE MATTER OF ENTERING INTO A CONTRACT FOR TRAINING SERVICES PROVIDED BY CONNIE POULSEN**

**WHEREAS**, issues of communication effect employees and employers; and

**WHEREAS**, the Risk Manager would like to provide training to the Assessors, Auditors, and Treasurers Office on Columbus Day on the topic of “Effective Communication”; and

**WHEREAS**, Connie Poulsen is qualified and competent to provide training to county officers and employees in subjects relating to communication; and

**WHEREAS**, the Risk Manager recommends entering into a training contract with Connie Poulsen to provide training on “Effective Communication” for the benefit of the Assessor, Auditor, and Treasurers Offices on Columbus Day; and

**WHEREAS**, the contract shall start upon October 8, 2012 and the duration of the contract shall end on October 8, 2012 with a total amount not to exceed \$2,000; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Risk Manager’s recommendation and hereby awards the trainer contract to Connie Poulsen in an amount not to exceed \$2,000.

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

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

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

\_\_\_\_\_  
**Member**

Attest:.....  
**Clerk of the Board**

**BENTON COUNTY TRAINER CONTRACT**

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

**TITLES OF PRESENTATIONS:** Effective Communication

**MAXIMUM NOT TO EXCEED:** \$2000 for three classes  
\$2000 for two classes  
\$1000 for one class

**DATE(S) OF PRESENTATION:** October 8, 2012

**DURATION OF CONTRACT:** For October 8, 2012 only.

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

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

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

DATE: Sept. 15, 2012

**TRAINER**

**APPROVED FOR BENTON COUNTY**

[Signature]  
TRAINER'S Signature

[Signature]  
Department Head

Connie Poulsen  
Print name

[Signature]  
Chairman of the Board of Benton County Commissioners

403 Lakeview  
Mailing Address

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

Sequim WA. 98382  
City, State & Zip (Print)

(360) 477-2559  
Day Phone Home Phone

All information must be completed for contract to be valid.

CC: Personnel, Auditor, R. Ozuna

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	10-2-12	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  x  </u>
Subject:	Watson Contract (Master Control)	Pass Resolution	<u>  x  </u>	Public Hearing	<u>      </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
Reviewed by:		Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
		Other	<u>      </u>	Other	<u>      </u>

**BACKGROUND INFORMATION / SUMMARY**

In the 2011-2016 Capital Improvement Plan there is a project called Master Control Operator Station Replacement. The project is for the replacement of the Master Control workstation with a new workstation that allows the operator to either sit or stand. The new workstation would be equipped with motorized lifts that would raise and lower the entire work surface, including computer and video monitors, telephones, intercom, radio and a laptop computer. The Sheriff's Office and Facilities researched multiple workstations for durability and functionality and determined the Synergy 3 console would be the best option.

**RECOMMENDATION**

Approve the contract with Watson Furniture Group, Inc.

**FISCAL IMPACT**

\$29,852.35 including WSST – Paid from Jail Depreciation Fund 0142-101. No supplement required.

**MOTION**

N/A consent agenda

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND WATSON FURNITURE GROUP, INC. FOR THE PURCHASE AND INSTALLATION OF A NEW WORKSTATION FOR THE BENTON COUNTY JAIL MASTER CONTROL ROOM**

**WHEREAS**, per resolution 2012-056, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, the Benton County Master Control Room workstation is outdated and in need of being replaced; and

**WHEREAS**, Facilities solicited the following companies for the purchase and installation of a new Benton County Master Control Room workstation;

- Watson Furniture Group, Inc., Poulsbo, WA - \$29,852.35 including WSST
- Parker Sales & Marketing Inc., Chehalis, WA - \$30,203.84 including WSST
- Kyle Marketing, Inc., Durham, OR - \$31,430.00 including WSST

**WHEREAS**, Watson Furniture Group Inc. has the lowest quote; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby awards the public works contract for the purchase and installation of a new workstation for the Benton County Jail Master Control Room to Watson Furniture Group, Inc., Poulsbo, WA for a total contract amount not to exceed \$29,852.35 including WSST; and

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

**BE IT FURTHER RESOLVED** the term of the attached contract commences upon execution by both parties and shall terminate December 31, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Watson Furniture Group, Inc.**, with its principal offices at **26246 Twelve Trees Ln. NW, Poulsbo, Washington 98370**, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents

a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts

b. Exhibit B - Watson Furniture Group proposal

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon execution of both parties and shall expire on December 31, 2012. CONTRACTOR shall have 90 days to complete the project from the date of execution.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide the equipment and installation necessary to complete an upgrade to the console at the Benton County Jail Master Control Workstation in accordance with Exhibit B. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services,

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	10-2-12	Execute Contract	_____	Consent Agenda	_____
Subject:	Cash Carry	Pass Resolution	_____x_____	Public Hearing	_____x_____
	Forward	Pass Ordinance	_____	1st Discussion	_____
	Transfer	Pass Motion	_____	2nd Discussion	_____
Prepared by:	<u>K. Mercer</u>	Other	_____	Other	_____
Reviewed by:					

### BACKGROUND INFORMATION / SUMMARY

Per the Budget Policies and Procedures (Res 11-793), any cash carry forward that would bring the Current Expense Fund 0000-101 in excess of 13% of the current year's operating budget (in the case of a biennium budget only one year) may be transferred. Please see attached Year End Operating Transfer for 2010 & 2011 for detail breakdown of the transfer.

The transfer to the Capital Acquisition Fund is to help fund the following projects: Prosser HVAC, Going Paperless, Fairgrounds Grange, Justice Center Carpet Replacement, Courthouse Restroom Remodel and Entry Way Improvements, Justice Center HVAC, Microsoft Enterprise Agreement, Server Virtualization, and the Voice System Upgrade.

### RECOMMENDATION

Approve the budget adjustment.

### FISCAL IMPACT

Transferring \$7,000,000 from Current Expense to the following funds in accordance with the budget policies and procedures set forth by Resolution 11-793:

Park Development (0110-102) - \$298,393  
 Fairgrounds O&M (0124-101) - \$373,274  
 Capital Projects (0305-101) - \$6,322,237  
 Sustainable Development (0135-101) - \$204,489

### MOTION

Move that the budget adjustment to the 2011-2012 Current Expense Fund, Dept. 115, in the amount of \$7,000,000 be approved per the attached request.

## Year End Operating Transfer for 2010 & 2011

**Cash Carry Forward Available** \$ 7,000,000

Note: The Board did not do a year end operating transfer in 2009 for 2008's cash carry forward. In 2010, the Board transferred 87.9% of 2009's available cash carry forward amount. In 2008, the Board transferred 78.5% of 2007's available cash carry forward amount.

Park Development	0110-102				
Fund Balance as of 7-31-12		\$	298,393		
Amount to Transfer		\$	100,000	\$ 6,900,000	Available balance

Per the Budget Policies and Procedures (Res 11-793), the Board may maintain the Park Development Fund beginning balance for the year at \$500,000.

Fairgrounds O&M	0124-101				
Fund Balance as of 7-31-12		\$	126,726		
Amount to Transfer		\$	373,274	\$ 6,526,726	Available balance

Per the Budget Policies and Procedures (Res 11-793), 12.5% of the remaining transferable amount may be transferred to the Fairgrounds O&M Fund. The Fairgrounds O&M balance may be capped at \$500k.

Capital Projects Fund	0305-101				
Fund Balance as of 7-31-12		\$	16,355,250		
Amount to Transfer		\$	6,322,237	\$ 204,489	Available balance

Per the Budget Policies and Procedures (Res 11-793), 87.5% of the remaining transferable amount plus any excess available funds remaining may be transferred to the Capital Projects Fund.

Sustainable Development	0135-101				
Fund Balance as of 7-31-12		\$	295,511		
Amount to Transfer		\$	204,489	\$ -	Available balance

Per the Budget Policies and Procedures (Res 11-793), any excess available funds remaining may be transferable to the Capital Projects Fund or the Sustainable Development Fund at the discretion of the Board of County Commissioners.

**Remaining Cash Carry Forward Balance** \$ -  
**Total Amount Transferred** \$ 7,000,000

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2011-2012 CURRENT EXPENSE BUDGET (FUND NO. 0000-101, DEPARTMENT NO. 115) IN THE AMOUNT OF \$7,000,000**

**WHEREAS**, the Commissioners' Office has requested a budget adjustment to the Current Expense Fund No. 0000-101, Department 115, budget in the amount of \$7,000,000; and said adjustment is in accordance with the budget policies and procedures set forth by Resolution 11-793, any cash carry forward that would bring the Current Expense fund 0000-101 in excess of 13% of the current year's operating budget (in the case of a biennium budget only one year) may be transferred; and

**WHEREAS**, a public hearing was held on Tuesday, October 2, 2012, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustment; and

**WHEREAS**, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, that a budget adjustment to the 2011-2012 Current Expense Fund No. 0000-101, Department 115, budget in the amount of \$7,000,000 be approved per the attached request.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board



# BENTON COUNTY

## Public Works Department



Approved by

**Board of County Commissioners**  
October 9, 2012

**James R. Beaver, Chairman**  
**Shon Small, Pro Tem**  
**Leo M. Bowman**

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF THE 2013 - 2018 SIX-YEAR ROAD PROGRAM

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2013 through 2018 shall be adopted prior to adoption of the annual budget, after one or more public hearings; and

WHEREAS, a public hearing on said six-year plan/road program was held on October 2, 2012; and

WHEREAS, in accordance with the RCW's, the priority array and bridge report that were prepared by the County Engineer and staff were considered as a part of the six-year plan; and

WHEREAS, the County Engineer recommends approval of the 2013 – 2018 Six Year Road Program; NOW THEREFORE,

BE IT RESOLVED that the Six-Year Road Program for the period of 2013 through 2018 is hereby approved.

Dated this 9th day of October, 2012.

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

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

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

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

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

## **Introduction**

The Benton County Six-Year Road Program is a planning tool to identify the expenditure of operational and capital funds for improvement to County roadways. Even though this is not a budget document, budgets are prepared using the information contained in this planning document. A new Six-Year Program is prepared in the spring of each year with adoption by the Board of County Commissioners anticipated prior to June 1. In the fall of each year the Board of County Commissioners will adopt a One-Year Road Program identifying the next year's road projects to be designed and constructed. After the One-Year Road program is approved the Board of County Commissioners approves the Public Works budget that is authorization for all Public Works fund expenditures.

This document is intended to provide the following information:

### **Financial**

The Financial Projection report shows proposed revenues and expenditures for the six-year planning period. Many of the projects listed in the Six-Year Road Program are grant dependent. If grants for each project are not received the project will be delayed until funding becomes available. Remember that this is a planning document and not a budgeting document. Once funds become available projects will be prioritized by the Board of County Commissioners and then included in the One-Year Road Program and Public Works budget.

### **Six-Year Road Program**

Each project has a brief explanation of the needed improvements, sources of funding, project cost, phasing and schedule. As needs change throughout the roadway network system and as funds become available priorities will also change. Projects listed are in relative priority based upon community needs regardless of funding. The Board establishes priorities at the time of document approval however; community involvement, available funding and safety requirements will always modify project priorities.

### **Road Data**

Following the Six-Year Road Program is supplemental road data. The supplemental data contains information about various roadway programs and plans in the Six-Year Program. The following categories are listed in the Road Data section of this document:

- Discussions concerning potential new roads
- A list of roads benefiting from the Rural Arterial Program
- Roads paved through the County Arterial Preservation Program
- Certain paved roads that are not constructed to current standards
- Gravel roads scheduled to be paved
- Railroad crossings where new signal improvements would be beneficial
- A list of bridges in Benton County
- An inspection report for Benton County bridges
- An inventory of all roads
- A glossary of terms

The inventory for our roadway network as of November 1, 2011 is as follows:

<u>Roadway Surface</u>	<u>Urban</u>	<u>Rural</u>
Bituminous Surface Treatment	103.2	434.5
Asphalt Concrete Pavement	7.5	52.6
Portland Cement Concrete Pavement	0.1	0.3
Gravel	0.9	247.2
Graded & Drained	0	5.3
Unimproved	0	5.4
Total Miles	111.7	745.3

<u>Federal Functional Classifications</u>	<u>Miles</u>
Urban	
16 Minor Arterial	3.8
17 Collector	26.5
19 Local Access	<u>81.4</u>
Total Urban Mileage	111.7
Rural	
07 Major Collector	105.6
08 Minor Collector	207.6
09 Local Access	<u>432.1</u>
Total Rural Mileage	745.3
Total Mileage County Wide	857.0

<u>Bridges</u>	<u>Quantity</u>
Twenty feet in length or longer	54
Greater than 6 feet but less than 20 feet in length	29

**BENTON COUNTY SIX-YEAR ROAD PROGRAM  
FINANCIAL PROJECTION 2013-2018**

**-REVENUES-**

<u>Item</u>		<u>Revenue</u>
Carryover (January 1, 2013)		\$1,000,000
Property Taxes (Prior to Diversion)		34,405,629
Motor Vehicle Fuel Tax:		
Road Fund #0101-101		19,644,358
CRID's		3,800,000
State Grants:		
UCP-TIB (formerly TPP; TIA)	465,000	
CAPP	2,362,333	
FMSIB	109,000	
RAP	5,041,000	\$7,977,333
Federal Grants:		
FHWA APP	0	
STP/R: Rural	1,464,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	825,000	
STP/XP: Railroad	54,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	2,343,000
Public Works Trust Fund Loan		0
Other Funds		108,000
Operating Transfer-In		
County Road Improvement Matching Program Fund #0101-102		4,430,000
Paths & Trails Reserve Fund #0114-101		60,000
Interest on Road Fund		40,000
<b>TOTAL ANTICIPATED REVENUES</b>		<b>\$73,808,320</b>

**-EXPENSES-**

<u>Item</u>		<u>Expenditures</u>
Traffic Policing (Diverted Property Taxes)		\$3,083,082
Preservation (less CAPP)		9,888,549
Maintenance		24,868,133
Administration		7,075,648
Operations		4,104,996
Construction:		
Road Fund #0101-101 (less PWTF P&I Pymt)		3,946,000
County Road Improvement Matching Program Fund #0101-102		4,430,000
Paths & Trails Reserve Fund #0114-101		60,000
CRID's		3,800,000
State Grants:		
UCP-TIB (formerly TPP; TIA)	465,000	
CAPP	2,362,333	
FMSIB	109,000	
RAP	5,041,000	\$7,977,333
Federal Grants:		
FHWA APP	0	
STP/R: Rural	1,464,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	825,000	
STP/XP: Railroad	54,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	2,343,000
Public Works Trust Fund Loan P & I Repayment		1,245,000
Other Funds		108,000
Unknown Funding Sources		26,638,000
<b>TOTAL ANTICIPATED EXPENDITURES</b>		<b>\$99,567,741</b>

Under - (Over) - Expended

**(\$25,759,421)**

2013 - 2018 ROAD PROGRAM

PRIORITY	PROJECT	LENGTH (mi)	COST EST	COUNTY					STATE			FEDERAL			UNKNOWN FUNDING SOURCE	CONSTRUCTION			
				ROAD FUND			CONTRIBUTIONS		TIB	FMSIB	CRAB	BFCOG	WSDOT	FHWA		2013	2014	2015	2016 to 2018
				PT & MVFT	P&T R	CRIMP	AMT	SOURCE	UCP		RAP	STP/R&U	STP/E&H	HPP					
<b>POTENTIAL NEW ROADS</b>																			
1	PIERT RD: SR 397 to Bowles	1.8	750	176						465	109				0	750			
2	CRID #21: ANTINORI RD: Sunset to Col Solare Winery	0.9	1,700				1,700	Bond							0	1,700			
3	CRID #23: S 38th Et Al (Willamette Heights)	2.0	2,100				2,100	Bond							0	2,100			
4	COFFIN RD: Nine Canyon to Meals	4.5	4,500												4,500			4,500	
5	HILDEBRAND: Kennewick City Limits to 10th Avenue	0.3	419												419			419	
	Subtotal		9,469	176	0	0	3,800			465	109	0	0	0	4,919	4,550	0	0	4,919
<b>RURAL ARTERIAL PROGRAM</b>																			
6	NINE CANYON RD: Mills to SR 397	3.3	3,500	359		600						2,541			0	400	3,100		
7	NINE CANYON RD: Beck to Mills	2.6	3,200	150		550						2,500			0	400	2,800	0	
8	NINE CANYON RD: Coffin to Beck	3.0	3,500	100		500								2,900	50	50	150	3,250	
9	SELLARDS RD: 2 miles. East of SR 221 to Travis	5.0	2,500	220		500						404		1,376		50	2,450		
10	SELLARDS RD: SR 221 to 2 miles. East of SR 221	2.0	1,750	175		500								1,075			50	1,700	
11	MEALS RD: Beginning of Pavement to Ayers	2.5	2,717	50		300								2,367				2,717	
12	FINLEY RD: End of Pavement to SR 397	2.5	2,718	50		300								2,368				2,718	
13	KNOX RD: District Line to Truhlicka	2.3	2,500	50		300								2,150				2,500	
14	KNOX RD: Truhlicka to OIEH	2.1	2,283	50		300								1,933				2,283	
15	CASE RD: OIEH to Hanks	2.3	2,200	50										2,150				2,200	
	Subtotal		26,868	1,254	0	3,850	0			0	0	5,041	404	0	16,319	850	6,000	2,650	17,368
<b>PAVED ROAD UPGRADES</b>																			
16	TRAVIS RD: Sellards to Henson	3.2	1,800	260		480							1,060		0	1,800			
17	BERT JAMES RD: Sellards to SR 221	4.0	4,150	50										4,100			25	4,125	
18	OLYMPIA STREET: SR-397 to Kennewick City Limits	0.5	118	118										0	118				
	Subtotal		6,068	428	0	480	0	0	0	0	0	0	1,060	0	4,100	1,918	0	25	4,125
<b>ENHANCEMENT &amp; SAFETY PROJECTS</b>																			
19	JOHNSON RD/GRIFFIN RD: Intersection Improvements	0.5	1,000											1,000				1,000	
20	BADGER RD/WISER PARKWAY: Storage Lane	0.1	300											300				300	
21	BENTON COUNTY: Run-Off-Road & Intersection Safety Project	n/a	1,375	450		100							825	0	1,375				
	Subtotal		2,675	450	0	100	0	0	0	0	0	0	825	1,300	1,375	0	0	1,300	
<b>ANNUAL PROGRAMS &amp; MISCELLANEOUS PROJECTS</b>																			
22	PAVED ROAD UPGRADE PROJECTS		60	60										0	10	10	10	30	
23	GRAVEL ROAD PAVING PROJECTS		60	60										0	10	10	10	30	
24	PATHS & TRAILS		60		60									0	10	10	10	30	
25	SAFETY PROGRAM		300	300										0	50	50	50	150	
26	RAILROAD CROSSINGS		60	6									54	0	10	10	10	30	
27	EMERGENT PROJECTS		1,200	1,200										0	200	200	200	600	
28	PLAT ROADS		120	12			108	Dev Reimb						0	20	20	20	60	
29	SR 397 (I-82 to SR 397 Intertie): PWTF Loan Repayment		1,245	1,245										0	210	209	208	618	
	Subtotal		3,105	2,883	60	0	108	0	0	0	0	0	54	0	520	519	518	1,548	
<b>TOTALS</b>			<b>48,185</b>	<b>5,191</b>	<b>60</b>	<b>4,430</b>	<b>3,908</b>	<b>0</b>	<b>465</b>	<b>109</b>	<b>5,041</b>	<b>1,464</b>	<b>879</b>	<b>0</b>	<b>26,638</b>	<b>9,213</b>	<b>6,519</b>	<b>3,193</b>	<b>29,260</b>

(All \$'s x 1000)

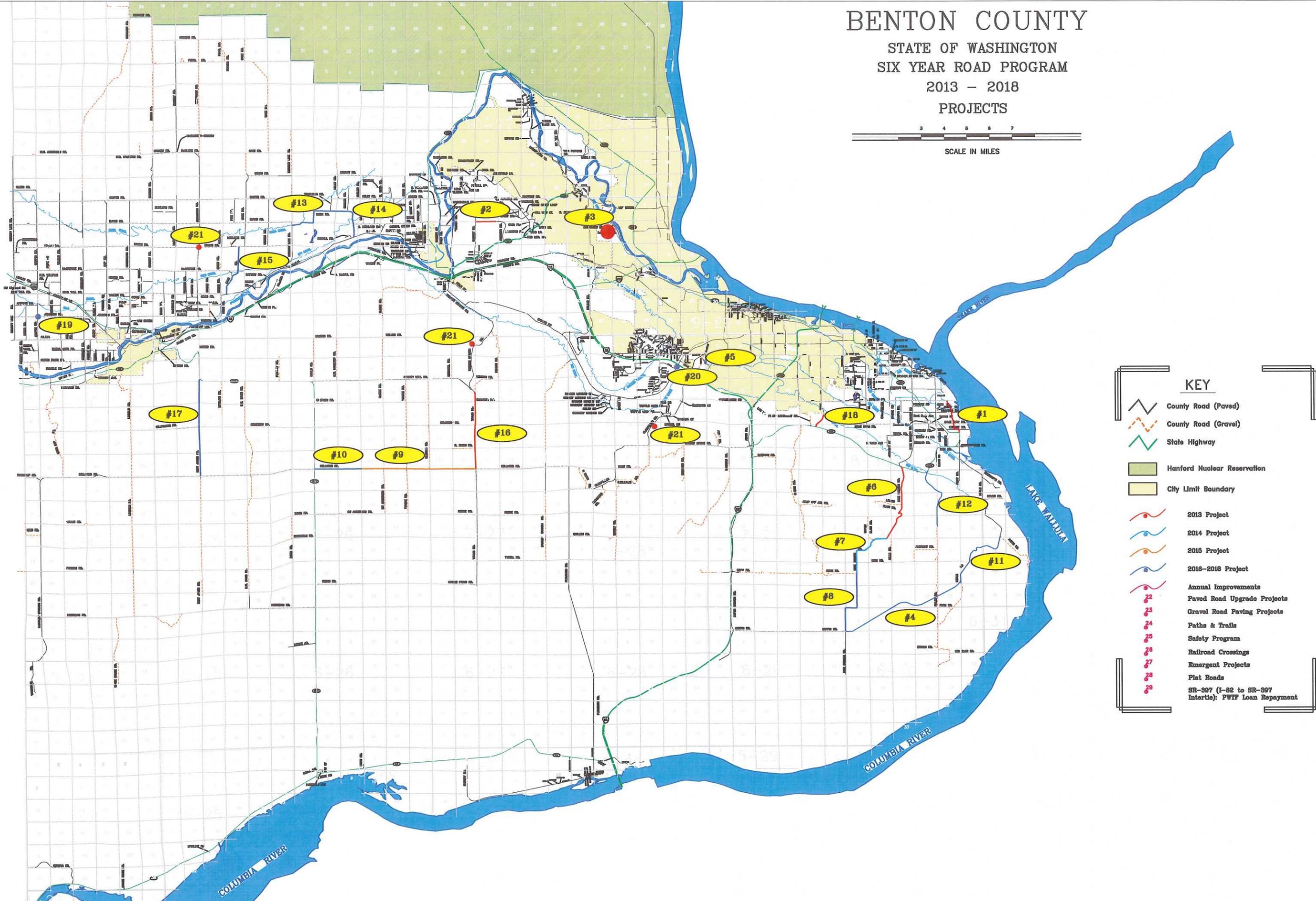
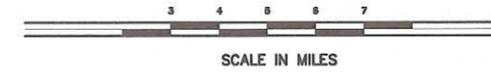
10/02/2012

# BENTON COUNTY

STATE OF WASHINGTON  
SIX YEAR ROAD PROGRAM

2013 - 2018

PROJECTS



## KEY

- County Road (Paved)
- County Road (Gravel)
- State Highway
- Hanford Nuclear Reservation
- City Limit Boundary
- 2013 Project
- 2014 Project
- 2015 Project
- 2016-2018 Project
- Annual Improvements
- Paved Road Upgrade Projects
- Gravel Road Paving Projects
- Paths & Trails
- Safety Program
- Railroad Crossings
- Emergent Projects
- Plat Roads
- SR-307 (I-82 to SR-307 Intertie): PWTF Loan Repayment

# **2013 Benton County Road Program**

Presented to the

## **Board of County Commissioners**

On October 2, 2012

**James R. Beaver, Chairman**

**Shon Small, Pro-Tem**

**Leo M. Bowman, Pro-Tem**

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: BENTON COUNTY 2013 ANNUAL ROAD PROGRAM

WHEREAS, the Board adopted the 2013 - 2018 Comprehensive Six-Year Road Program on September 0, 2012; and

WHEREAS, a copy of the proposed 2013 Annual Road Program was presented to the Board on October 2, 2012 and on October 00, 2012 for Board review in conjunction with the development of 2013-2014 budgets; and

WHEREAS, a copy of a revised 2013 Annual Road Program was presented to the Board on November 0, 2012 for Board review; and

WHEREAS, the Benton County Engineer recommends adoption of the One-Year Road Program for 2013, it appearing to be in the best public interest; NOW, THEREFORE,

BE IT HEREBY RESOLVED, by the Board of Benton County Commissioners, that the 2013 Annual Road Program, a copy of which is attached, is hereby adopted.

Dated this 0st day of \_\_\_\_\_, 2012.

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

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

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

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

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

2013  
ROAD PROGRAM  
Estimated Revenues

4:45 PM 09/07/12

B.A.R.S.#		COUNTY	STATE	FEDERAL	OTHER	
291.74.0001	Fund Balance January 1, 2013	1,485,559	0	0	0	1,485,559
311.10.0000	Road Levy 2013(Prior to \$515,822 Diversion to Traffic Law Enforcemnt)	6,229,412	0	0	0	6,229,412
311.12.0001	Administrative Refund	25,000	0	0	0	25,000
317.20.0001	Leasehold	0	75,000	0	0	75,000
321.91.2100	Franchise Fees	4,000	0	0	0	4,000
322.90.0002	Trail Access Permits	200	0	0	0	200
336.00.8901	Gas Tax (County Apportionment)	0	2,988,114	0	0	2,988,114
341.43.0005	Personnel Admin Services by Co Road	150,000	0	0	0	150,000
341.70.0002	Sale of Maps	50	0	0	0	50
341.81.0001	Sale of Prints	12,500	0	0	0	12,500
341.82.0001	Road & Engineering Services	0	0	0	1,000	1,000
344.10.9000	Road Maintenance Services	25,000	0	0	0	25,000
344.10.9002	Road Construction & Engr Services	0	0	0	1,700,000	1,700,000
344.10.0501	Various Road Repairs	5,000	0	0	0	5,000
344.27.0502	Private Road Signs	300	0	0	0	300
344.20.0501	Sale of Aggregate Materials	5,000	0	0	0	5,000
344.19.0501-2	Plat Road/Access Road/Encroachment Review	5,250	0	0	0	5,250
344.19.0503-4	Road Vacations / Affidavits of Correction	1,300	0	0	0	1,300
344.27.0502	Tourist Information Signs	300	0	0	0	300
361.11.0001	Interest	5,000	0	0	0	5,000
362.50.0001	Equipment & Vehicle Rentals	200	0	0	0	200
362.90.0501-2	Other Rents	200	0	0	0	200
367.00-0001	Contributions / Donations	15,000	0	0	0	15,000
369.10.0501	Sale of Salvage - Road	500	0	0	0	500
369.40.0501	Judgements and Settlements	500	0	0	0	500
369.90.0001	Miscellaneous Revenues	5,000	0	0	0	5,000
369.90.0502	Miscellaneous Revenues (REA Capital Payment)	750	0	0	0	750
386.70.0501	Sales Tax Collection	1,500	0	0	0	1,500
395.10.0002	Sale of Fixed Assets - Equipment	250	0	0	0	250
395.10.0501	Sale of Fixed Assets - Road	250	0	0	0	250
397.10.0000	Operating Transfers-In to Road Fund					
.1102	CRIMP Fund	0	0	0	815,000	815,000
.0103	Flood Control Fund	0	0	0	60,794	60,794
.0114	Paths & Trails Reserve Fund	0	0	0	93,881	93,881
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	7,978,021	3,063,114	0	2,670,675	13,711,810
<b>GRANT / MATCHING FUNDS</b>						
333.20.2501	Federal: STP/U Urban	0	0	0	0	0
333.20.2502	STP/R Rural	0	0	1,060,000	0	1,060,000
333.20.2503	BRAC, BRRP Bridge	0	0	0	0	0
333.20.2504	STP/S Safety (HES)	0	0	825,000	0	825,000
333.20.2505	R-HCP Railroad (RRP)	0	0	9,000	0	9,000
333.20.2506	ER Emergency Relief Program	0	0	0	0	0
333.20.2507	STP/E Enhancement (TEP)	0	0	0	0	0
333.20.2508	Rural Economic Vitality (REV) Program	0	0	0	0	0
333.20.2509	Rural 2-Lane Road Safety Improvements	0	0	0	0	0
333.20.2510	Demonstration Projects (HPP)	0	0	0	0	0
333.11.3070	DOC Economic Development Admin (EDA)	0	0	0	0	0
334.03.6100	Freight Mobility Strategic Investment Board (FMSIB)	0	109,000	0	0	109,000
334.03.7100	Rural Arterial Program	0	765,000	0	0	765,000
334.03.7200	CAPP (Arterial Preservation)	0	475,312	0	0	475,312
334.03.8501	Transportation Improvement Board AIP/TPP Grants	0	465,000	0	0	465,000
	Subtotal	0	1,814,312	1,894,000	0	3,708,312
	<b>GRAND TOTAL</b>	<b>7,978,021</b>	<b>4,877,426</b>	<b>1,894,000</b>	<b>2,670,675</b>	<b>17,420,122</b>

2013  
ROAD PROGRAM  
Estimated Expenditures

4:45 AM

		COUNTY Road Fund	(CAPP 475k, FMSIB 109k, RAP 765k, TIB 465k) STATE	(BRAC,BRRP, HES, R-HCP, REV, STPR, HPP, STPU, TEP) FEDERAL	09/07/12	
					(Flood Control 60.794k, Paths & Trails 93.881k, CRIMP 580k, Developer Reimbmt.18k) OTHER	TOTAL
	Traffic Law Enforcement (Diversion of County Road Funds)	515,822	0	0	0	515,822
541.00	Preservation	1,024,688	475,312	0	0	1,500,000
542.00	Maintenance	3,946,470	0	0	0	3,946,470
543.00	Administration	1,056,475	0	0	0	1,056,475
544.00	Operations	561,705	0	0	0	561,705
586.00	Agency Disbursements to WS Dept of Revenue	1,500	0	0	0	1,500
588.00	Intergovernmental (Purchase grant funds from other governmental entities)	225,000	0	0	0	225,000
591.950.7800	Redemption of Long-Term Debt (PWTF Loan SR397)	198,000	0	0	0	198,000
592.950.8300	Interest and Other Debt Service Costs (PWTF Loan SR397)	12,000	0	0	0	12,000
	Subtotal	7,541,660	475,312	0	0	8,016,972
<b>\$ Source</b>	<b>595.00 Construction: County Funded Projects</b>					
Road	Bert James Road: Sellards to SR221	5,000	0	0	0	5,000
Road	Paved Road Upgrades	10,000	0	0	0	10,000
Road	Gravel Road Paving Projects	10,000	0	0	0	10,000
Road	B C Run-Off Road & Intersection Safety Project	450,000	0	825,000	100,000	1,375,000
Paths & Trails	Paths and Trails: Countywide	0	0	0	10,000	10,000
Road	Safety Program	50,000	0	0	0	50,000
Road	Railroad Crossings	1,000	0	9,000	0	10,000
Road	Emergent Projects	200,000	0	0	0	200,000
Road	Plat Road Review and Engineering	2,000	0	0	18,000	20,000
Road / Reimb	CRID 21: Antinori Rd: Sunset to Col Solare Winery	0	0	0	1,700,000	1,700,000
Road / Reimb	CRID 23: Willamette Heights	0	0	0	2,100,000	2,100,000
Road	Olympia Street: SR 397 to Kennewick City Limits	118,000	0	0	0	118,000
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	846,000	0	834,000	3,928,000	5,608,000
<b>\$ Source</b>	<b>595.00 Construction: Partnership / Grant Funded Projects</b>					
Road / CRIMP / TIB	Piert Road: SR 397 to Bowles (Phase 3b)	176,000	574,000	0	0	750,000
Road / RAP	Nine Canyon Rd: Mills to CR 397	40,000	360,000	0	0	400,000
Road / RAP	Nine Canyon Rd: Beck to Mills	40,000	360,000	0	0	400,000
Road / RAP	Nine Canyon Rd: Coffin to Beck	5,000	45,000	0	0	50,000
Road / RAP	Sellards Rd: 2 miles East of SR 221 to Travis	5,000	0	0	0	5,000
Road / RAP	Sellards Rd: SR 221 to 2 miles East of SR 221	5,000	0	0	0	5,000
Road / CRIMP / STPR	Travis Road: Sellards to Henson	260,000	0	1,060,000	480,000	1,800,000
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	531,000	1,339,000	1,060,000	480,000	3,410,000
<b>519.00 Reimbursable</b>						
519.71	Federal	700	0	0	0	700
519.72	State	1,150	0	0	0	1,150
519.73	County	21,300	0	0	0	21,300
519.74	City	200,250	0	0	0	200,250
519.75	Other Governmental	43,550	0	0	0	43,550
519.76	Other Funds	104,600	0	0	0	104,600
519.77	Non-Governmental	13,600	0	0	0	13,600
	Subtotal	385,150	0	0	0	385,150
<b>TOTAL EXPENDITURES</b>		<b>9,303,810</b>	<b>1,814,312</b>	<b>1,894,000</b>	<b>4,408,000</b>	<b>17,420,122</b>

## 2013 PUBLIC WORKS ROAD FUND PURCHASES

<u>ROAD FUND #0101-101</u>			08/30/12
<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>REPLACEMENT YES/NO</u>
1	AutoCAD Civil 3D and 2 year Subscription	\$6,600	Yes
1	Upgrade AutoCAD to Civil 3D and 2 year Subscription	\$3,800	Yes
5	AutoCAD Civil 3D 2 year Subscriptions	\$7,100	Yes
2	Geomedia Subscription	\$1,700	Yes
1	Scanner for plan sheets - mylars	\$15,000	No
<b>Total Road Fund #0101-101</b>		<b>\$34,200</b>	

# 2013 EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

08/30/12

REPLACEMENT

QTY

COST

YES/NO

**A. GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT**

1	Beavertail trailer	\$10,000	Yes
1	Rubber tired Excavator	\$265,000	Yes
1	Truck Tractor	\$150,000	Yes
1	Truck with 4000 gallon Water Tank	\$165,000	Yes
2	Loader-Backhoes	\$240,000	Yes
2	Self Propelled Broom	\$90,000	Yes
1	Frontend Loader	\$165,000	Yes
3	Pickup 3/4Ton Ext Cab 4x4	\$84,000	Yes
1	Pickup 1/2Ton Ext Cab 4x4	\$25,000	Yes
1	3-Axle Tilt Trailer for equipment	\$20,000	No
1	Propane Pump for existing tank at Prosser Shop	\$5,000	No
N/A	Grader Blade Cutting Bits (Steel)	\$20,000	Supply
N/A	Snowplow Blade Cutting Bits (Carbide)	\$10,000	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$60,000	Supply
N/A	Shop Fabrication (Steel)	\$4,000	Supply
N/A	Tire Chain Parts	\$4,000	Supply
N/A	Small Shop Equipment & Tools	\$6,100	
<b>Total</b>		<b>\$1,323,100</b>	

**E R & R VEHICLES FOR OTHER DEPARTMENTS**

	\$0	Yes
	\$0	Yes
<b>Total</b>	<b>\$0</b>	

**B. OFFICE EQUIPMENT**

1	Lab & Testing Equipment (for Eng'r Lab Trailer)	\$3,500	Yes
3	Computers	\$12,500	Yes
4	Flat Panel Computer Monitors (20" Monitors)	\$1,600	Yes
N/A	Office Equipment and Furnishings	\$4,000	Yes
<b>Total</b>		<b>\$21,600</b>	

**C. FACILITIES**

General Building Maintenance & Repairs	\$35,000	
Construct new maintenance Facility - Kennewick	\$2,000,000	
<b>Total</b>	<b>\$2,035,000</b>	

**D. INVENTORY**

Aggregate Purchase (Crushing & Stockpiling at C. Moore R-185)	\$250,000	
Traffic Signs, Sign Materials, & Melt Down Materials	\$81,000	
Bulk Diesel Fuel	\$200,000	
Liquid De-icer (Magnesium Choride)	\$10,000	
<b>Total</b>	<b>\$541,000</b>	

**Grand Total** **\$3,920,700**

RESOLUTION NO. 2190

AUGUST 28, 2012

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY  
DISTRICT NO. 1, OF BENTON COUNTY ENDORSING TRI-CITY REGIONAL  
CHAMBER OF COMMERCE EFFORT TO AMEND WASHINGTON'S ENERGY  
INDEPENDENCE ACT**

WHEREAS, The Energy Independence Act (EIA), requires qualifying utilities to incrementally increase the amount of eligible renewable resources to 15 percent by 2020 and to pursue all cost-effective conservation requirements starting in 2010; AND

WHEREAS, The eligible renewable resources are narrowly defined to exclude existing hydropower, a clean renewable resource supplying over two-thirds of the electricity in the state of Washington; AND

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

WHEREAS, The EIA requires qualifying utilities to purchase specific eligible renewable energy resources or renewable energy credits even if the utilities don't need additional power; AND

WHEREAS, The purchase of unneeded eligible renewable energy resources or renewable energy credits will have a detrimental impact on utility budgets and increase customer rates and negatively affect the economy; AND

WHEREAS, A change in the law is needed to provide qualifying utilities the choice to avoid the purchase of unneeded renewable energy or renewable energy credits; AND

WHEREAS, A change in the law could be made without changing the overall intent of the EIA, which is to encourage the use of conservation and the use of renewable energy resources; AND

WHEREAS, A change in the law is needed to protect ratepayers of qualifying utilities from unnecessary additional costs which will result in unwanted rate increases and further encumber the economy; AND

WHEREAS, The Tri-City Regional Chamber of Commerce is taking the lead to amend the EIA by prioritizing the acquisition of conservation and eliminating the forced acquisition of eligible renewable resources that are not needed to serve load.

NOW THEREFORE BE IT RESOLVED that the Commission of Public Utility District No. 1 of Benton County, Washington hereby endorses the efforts of the Tri-City Regional Chamber of Commerce in seeking a change in the Energy Independence Act that would prioritize a legislative change to protect qualifying utilities from the purchase of eligible renewable energy resources or renewable energy credits not needed to serve customers' loads.

Adopted by the Commission of Public Utility District No. 1 of Benton County, Washington at an open public meeting, with notice of such meeting being given as required by law, this 28<sup>th</sup> day of August 2012.

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Robert E. Bertsch, President

ATTEST:

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Lori Kays-Sanders, Secretary