

June 6,  
2011

THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
May 18, 2011, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Justice Center, Kennewick, WA

**Present:** Chairman Leo Bowman  
Commissioner Shon Small  
Commissioner James Beaver  
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 Kely; DPA Ryan Brown; Finance Manager Keith Mercer; Sustainable Development Manager Adam Fyall; Public Works Department: Sue Schuetze; Malcolm Bowie; Steve Becken; Norm Childress; Bryan Thorp; Lee Rawlings; Larry Moser; Don McClure; Bill Murphy; Donna Holmes.

Public Works Department – Workshop

The Public Works Department reviewed the following departments and discussed some of the duties, responsibilities, and issues as follows:

- Solid Waste Department
  - Funding, duties, collection sites, education, recycling, chipping/composting, Solid Waste Advisory Committee
- Road Maintenance (East/West Districts)
  - Road maintenance, drainage, structures, snow and ice, vegetation, litter control; two new dump trucks to experiment with salt instead of sand; jetrodder maintenance program
- ER&R Department
  - Vehicle/equipment maintenance program
  - Need for new Kennewick shop; options were discussed
- Design Team/Right of Way
  - Funding, acquisition, right of way, corridor projects
- Engineering Services/Sign Shop
  - Pavement markings, traffic counts, bridge inspection, surveying, plat/short plat/subdivisions review, franchises applications, road design, utilities and encroachment, traffic collisions on county roads, citizen complaints and questions

- County Engineer
  - Everything done to maintain or improve road network; new philosophy is to get projects “shovel ready” for the six-year program; “farm to market” is mission for Benton County roads; preservation is key to the future of the roads.

There was further discussion about the need for a new Kennewick shop and a spatial analysis on response miles. The Board agreed the Public Works Department could continue to review options and bring forward some recommendations and options.

There being no further business before the Board, the meeting adjourned at approximately 12:00 p.m.

---

Clerk of the Board

---

Chairman

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
May 23, 2011, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Commissioner Shon Small, Chairman Pro Tem  
Commissioner James Beaver  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Absent:** Commissioner Leo Bowman, Excused

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Nick Kooiker, Treasurer's; Bryan Perry, Safety Coordinator; DPA Ryan Brown; DPA Steve Hallstrom; WSU Coordinator Marianne Ophardt; Judge Cameron Mitchell; Eric Lipp, Juvenile.

**Workshop Agenda**

Commissioner Beaver reported on his attendance at the following meetings: HAIEFIC, TRIDEC Executive Board, and 8 ½ hour Hanford Tour.

Mr. Sparks stated the paperless agendas would be implemented soon, along with the new I-pads.

Chairman Pro Tem Small commented on the following: Prosser Historical Main Street celebration (11<sup>th</sup> city in Washington State to be main street); emergency declaration for flooding in Benton County; Drug Court celebration; and his attendance at the Hanford tour.

**Meeting Cancellation**

The Board agreed to cancel the meeting of May 31, 2011 due to the holiday.

The Board briefly recessed, reconvening at 9:00 a.m. for the regular session.

**Approval of Minutes**

The Minutes of May 16, 2011 were approved.

**Consent Agenda**

Commissioner Beaver requested item “j” (Benton City agreement) be pulled for discussion during unscheduled visitors.

**MOTION:** Commissioner Beaver moved to approve the consent agenda items “a” through “i”, pulling “j” for discussion. Commissioner Small seconded and upon vote, the Board approved the following:

**Commissioners**

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

**Coroner**

- b. Interlocal Agreement w/Franklin County Coroner for Autopsy Facility Use

**Fairgrounds**

- c. Lease Amendment w/Sundowns Training Center

**Human Services**

- d. Line Item Transfer, Fund No. 0108-101, Dept. 560

**Juvenile**

- e. Personal Service Contract Amendment w/Jacqueline Van Wormer

**Personnel**

- f. 457 Trust Document w/Nationwide Retirement Solutions, Inc.

**Public Works**

- g. Certification Acceptance Qualification Agreement for Federally Funded Road Projects

**Sheriff**

- h. Authorization for Invitation to Bid for Replacement Sidearm Pistols
- i. Signature Authorization for Buffer Zone Protection Program w/WA State Military Dept.

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

**Bid Opening – Official County Newspaper**

The Board opened the following bid for official county newspaper:

Tri-City Herald

Column-inch rate, first insertion, including online:	\$17.21 (Mon-Fri); \$17.66 (Sat-Sun)
Column-inch rate, additional insertions:	\$15.47 (Mon-Fri); \$15.81 (Sat-Sun)

Mr. Sparks said the Commissioners’ office would prepare the resolution approving the contract for the next available agenda.

The Board briefly recessed, reconvening at 9:10 a.m.

### **WSU Benton County Update**

Marianne Ophardt introduced Don Llewellyn, the new Animal Sciences Area Educator. Mr. Llewellyn discussed the program and plans for the future and said he would be the new Commercial Livestock Industry liaison between Animal Sciences at WSU and the producers.

The Board briefly recessed, reconvening at 9:25 a.m.

### **Executive Session – Litigation Update**

The Board went into executive session for approximately 15 minutes at 9:25 a.m. with DPA Steve Hallstrom for a litigation update. Also present were David Sparks, Cami McKenzie, Ryan Brown, Judge Mitchell, Eric Lipp, Melina Wenner, and Loretta Smith Kelty. The Board came out at 9:41 a.m. Mr. Hallstrom said the Board needed to go back into executive session for another five minutes. The Board came out at 9:47 a.m. Mr. Hallstrom said that no decisions were made.

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

The Board went into executive session with special counsel Sarah Perry at 9:47 a.m. for approximately 15 minutes to discuss potential litigation. Also present were Ryan Brown, David Sparks, Cami McKenzie, Melina Wenner, and Loretta Smith Kelty. The Board came out of executive session at 9:51 a.m. Ms. Perry stated that no action was taken.

The Board briefly recessed, reconvening at 9:55 a.m.

### **Unscheduled Visitors**

#### **Item “j” - Service Agreement w/Benton City Economic Development Council**

Bea Baker, Benton City Economic Development Council (BCEDC) said they were asking the Board to approve a contract in the amount of \$5,000 to help them further their agenda. She discussed their accomplishments and goals and said they had not received any money from the County for the last three years.

Commissioner Beaver requested that any correspondence or requests for funding go through the County Administrator first. Additionally, he said he liked multi-year contracts. He said that BCEDC should meet with David Sparks' team about the contract and then it could be put back on the agenda.

Commissioner Beaver requested a letter be written to the economic development partners reminding them to send their requests for funding through the County Administrator. Also, he suggested the Board send a different letter to them reminding them about the County's obligations to pay for jail services.

**Vouchers**

Check Date: 05/16/2011  
Warrant #: 232378-232399  
Direct Deposit #: 64139-64341  
Total all funds: \$114,359.87

Check Date: 05/16/2011  
Taxes #: 10111054  
Total all funds: \$32,111.07

Check Date: 05/20/2011  
Warrant #: 34354-34884  
Taxes #: 01160511, 05010511  
Total all funds: \$741,078.55

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

**Claim for Damages**

CC 2011-13: Received on May 18, 2011 from Wanda Mercer

**Resolutions**

- 11-330: Line Item Transfer, Fund No. 0000-101, Dept. 107
- 11-331: Interlocal Agreement w/Franklin County Coroner for Autopsy Facility Use
- 11-332: Lease Amendment w/Sundowns Training Center
- 11-333: Line Item Transfer, Fund No. 0108-101, Dept. 560
- 11-334: Personal Service Contract Amendment w/Jacqueline Van Wormer
- 11-335: 457 Trust Document w/Nationwide Retirement Solutions. Inc.
- 11-336: Certification Acceptance Qualification Agreement for Federally Funded Road Projects
- 11-337: Authorization for Invitation to Bid for Replacement Sidearm Pistols
- 11-338: Signature Authorization for Buffer Zone Protection Program w/WA State Military Dept.

There being no further business before the Board, the meeting adjourned at approximately 10:07 a.m.

---

Clerk of the Board

---

Chairman

Q

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	6-June-2011	Execute Contract	<u>  x  </u>	Consent Agenda <u>  x  </u>
Subject:	Agreement with Cross Match Technologies	Pass Resolution	<u>  x  </u>	Public Hearing <u>    </u>
		Pass Ordinance	<u>    </u>	1 <sup>st</sup> Discussion <u>    </u>
		Pass Motion	<u>    </u>	2 <sup>nd</sup> Discussion <u>    </u>
Prepared By:	J. Randall Reid	Other	<u>    </u>	Other <u>    </u>
Reviewed By:	Loretta Smith Kelty			

**BACKGROUND INFORMATION**

The Livescan fingerprint systems used by the County are all manufactured by Cross Match Technologies which is one of two vendors authorized by the Washington State Patrol. The main system in Jail Booking was purchased in 2006 and reaches the end of its maintenance in the next few months. The unit has also been out of service recently with problems requiring repair by the vendor. The attached agreement is for the acquisition of a new unit.

**SUMMARY**

Agreement for acquisition of a new Livescan fingerprint system for Jail Booking from Cross Match Technologies.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution and execute agreement.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Covered by Central Services Computer Replacement Fund.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT WITH CROSS MATCH TECHNOLOGY FOR PURCHASE OF DIGITAL FINGER PRINT SYSTEM FOR THE BENTON COUNTY JAIL.

WHEREAS, resolution 09-812 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, Benton County currently uses Cross Match digital finger printing systems in both the county jail and juvenile detention facilities; and

WHEREAS, Cross Match Technologies, Inc., products are certified by the Washington State Patrol for interface with AFIS (Automated Fingerprint Identification System); and

WHEREAS, the current Cross Match system is approaching the expiration of its warranty and support; and

WHEREAS, the existing system qualifies for replacement under the Benton County Budget Policy & Computer Replacement Policy ; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners is authorized to sign the contract with Cross Match Technologies, Inc., for purchase and installation of one (1) Cross Match L SCAN 500P system for the amount of \$28,135 plus tax.

BE IT FURTHER RESOLVED, that the total purchase is not to exceed \$29,900 plus tax.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

REID

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>6-6-11</u>	Execute Contract	_____
Subject:	<u>Line Item Transfer</u>	Pass Resolution	<u>  x  </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	_____
Reviewed by:	<u>Loretta</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

b

**BACKGROUND INFORMATION**

During the 2011 - 2012 budget process, \$17,400 was budgeted in Current Expense for Legal Services to deal with labor contract issues and other legal matters. However, we have exceeded that dollar amount and it has been estimated that an additional \$25,000 is needed to cover any additional invoices for the remainder of 2011. Additional money, if any, for 2012 will be addressed during the mid-biennium review.

**SUMMARY**

**RECOMMENDATION**

Approve Line Item Transfer

**FISCAL IMPACT**

**NOTION**

# 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 115.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File, LSK

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental Dept Nbr: 115  
 Fund Name: Current Expense Fund Nbr: 0000-101

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	\$25,000	519.900	4101	Legal Services	\$25,000
<b>TOTAL</b>			<b>\$25,000</b>	<b>TOTAL</b>			<b>\$25,000</b>

**Explanation:**

Transfer is needed to pay for legal services that deal with labor contract issues and other legal matters.

Prepared by: Keith Mercer Date: 01-Jun-2011

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/06/11</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: _____	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>K. Mercer</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Facilities Maintenance Supervisor received three verbal quotes for bark and Beaver Bark & Rock had the lowest price and the closest driving distance to pick up the material.

The Facilities Maintenance Supervisor did not anticipate the price would exceed \$5,000.00, however, the 13 invoices for purchase of the bark totaled \$5,163.65, including Washington State Sales Tax.

**SUMMARY**

Authorization to pay Beaver Bark & Rock for bark purchased for the Justice Center in the amount of \$5,163.65 (including tax).

**RECOMMENDATION**

Approve resolution on consent agenda.

**FISCAL IMPACT**

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF BARK FROM BEAVER BARK & ROCK FOR LANDSCAPING AT THE BENTON COUNTY JUSTICE CENTER

**WHEREAS**, the Facilities Maintenance Supervisor solicited verbal quotes from three companies for the purchase of bark for landscaping at the Benton County Justice Center; and

**WHEREAS**, the following companies quoted a "per yard" price for the desired larger bark:

Beaver Bark & Rock, Richland, WA:	\$44.98/yard, plus WSST
Mac's Garden Center, Pasco, WA:	\$44.99/yard, plus WSST
Earthworks Plus, Kennewick, WA:	\$46.00/yard, plus WSST

**WHEREAS**, Beaver Bark & Rock had the lowest price and the closest driving distance to pick up the material; and

**WHEREAS**, the Facilities Maintenance Supervisor did not anticipate the price would exceed \$5,000.00, however, the 13 invoices for purchase of the bark totaled \$5,163.65, including Washington State Sales Tax; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the payment to Beaver Bark & Rock in the amount of \$5,163.65 (including tax) for the purchase of bark for invoices dated April 6, 2011 through April 15, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 6/6/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Notice of Completion	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

d

**BACKGROUND INFORMATION**

Attached is a Notice of Completion for the contract between Benton County and Bernardo-Wills Architects, PC (BWA) for architectural and engineering services for the construction of the Benton County Health District Building Tenant Improvement (TI) Project.

The Architect determined the project reached substantial completion as of April 19, 2011 and BWA has been paid in full for their services.

**RECOMMENDATION**

The recommendation is to approve the attached Notice of Completion and closeout the contract between Benton County and Bernardo-Wills Architects for architectural and engineering services for the Benton County Health District Building Tenant Improvement (TI) Project.

**FISCAL IMPACT**

Total amount paid against this contract for said services was \$30,251.37. Contract amount was \$28,950.00 plus \$1,301.37 for reimbursable expenses.

**MOTION**

Move to approve the Notice of Completion for the architectural and engineering services for the Benton County Health District Building Tenant Improvement (TI) Project.

# RESOLUTION

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

**IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE ARCHITECTURAL AND  
ENGINEERING SERVICES FOR THE BENTON COUNTY HEALTH DISTRICT BUILDING  
TENANT IMPROVEMENT (TI) PROJECT**

**WHEREAS**, as per Resolution 10-610 dated October 18, 2010, Benton County entered into a contract with Bernardo Wills Architects PC, Spokane, WA for the architectural and engineering services for the Benton County Health District Building Tenant Improvement (TI) Project located in Kennewick, WA; and

**WHEREAS**, Bernardo-Wills Architects, PC determined the project reached substantial completion as of April 19, 2011 and Bernardo-Wills Architects have been paid in full for their services; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the architectural and engineering services for the construction of the Benton County Health Building Tenant Improvement (TI) Project; and

**BE IT FURTHER RESOLVED**, said contract between Benton County and Bernardo-Wills Architects is hereby closed out.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 6/6/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Notice of Completion	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

e

**BACKGROUND INFORMATION**

Attached is a Notice of Completion for the contract between Benton County and Bernardo-Wills Architects, PC (BWA) for architectural and engineering services for the construction of the Benton County Animal Control Facility.

The Architect determined the project reached final completion the week of April 22, 2011 and BWA has been paid in full for their services.

**RECOMMENDATION**

The recommendation is to approve the attached Notice of Completion and closeout the contract between Benton County and Bernardo-Wills Architects for architectural and engineering services for the Benton County Animal Control Facility.

**FISCAL IMPACT**

Total amount paid against this contract for said services was \$106,133.85. Contract amount was \$100,725.00 plus \$5,408.85 for reimbursable expenses.

**MOTION**

Move to approve the Notice of Completion for the architectural and engineering services for the Benton County Animal Control Facility.

# RESOLUTION

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

**IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE ARCHITECTURAL AND  
ENGINEERING SERVICES FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY  
LOCATED IN KENNEWICK, WA**

**WHEREAS**, as per Resolution 10-230 dated April 19, 2010, Benton County entered into a contract with Bernardo Wills Architects PC, Spokane, WA for the architectural and engineering services for the Benton County Animal Control Facility located in Kennewick, WA; and

**WHEREAS**, Bernardo-Wills Architects, PC determined the project reached final completion the week of April 22, 2011 and Bernardo-Wills Architects have been paid in full for their services; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the architectural and engineering services for the construction of the Animal Control Facility; and

**BE IT FURTHER RESOLVED**, said contract between Benton County and Bernardo-Wills Architects is hereby closed out.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 6/6/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Authorization to Pay	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

We currently have a contract with Coffey Refrigeration for "as needed" kitchen equipment repairs and services for a contract amount not to exceed \$30,000.

Washington State Department of Labor and Industries has changed the policy for filing Affidavits to pay prevailing wages for work done here at the County. In previous years, the contractor was able to file one Statement of Intent to Pay Prevailing Wages (\$40 fee) at the beginning of the year and then file an Affidavit of Wages Paid (another \$40 fee) at the end of the year. A new ruling by L&I now requires a Statement of Intent at the beginning of the year, and then an Affidavit of Wages Paid after each and every service call performed (\$40 fee for each service).

The contractor had provided us with hourly rate sheets, which the contract is based from. Typically, the contractor would be willing to absorb the prevailing wage fees at a total cost of \$80.00, but now that the Dept of L&I is requiring an Affidavit for each service, they just cannot financially continue to absorb the extra \$40 per service call.

We do not believe a contract amendment if necessary as no provision of the contract are changing such as hourly rates, services or terms. We are just asking for authorization from the Board of Commissioners to pay the additional prevailing wage fees that are required.

When this contract is renewed at the end of 2011, said fees at that time will be incorporated into the contract and proposal rates.

**RECOMMENDATION**

Approve the attached Resolution authorizing the additional \$40 per service call for the Affidavit of Wages Paid filing fees to be paid to Coffey Refrigeration for the remainder of the contract; which expires December 31, 2011.

**FISCAL IMPACT**

The fiscal impact will depend on how many times they need to be called out to service the kitchen equipment located at the Benton County Jail; number of service calls x \$40.

**MOTION**

The Board of Benton County Commissioners hereby concurs with the recommendation and authorizes the payment in the amount of \$40.00 maximum for each service Coffey Refrigeration is called out on to cover the cost of the Affidavit of Wages Paid filing fee.

**BE IT FURTHER RESOLVED**, the additional \$40.00 fee for the filing of the Affidavit per service call is above and beyond the regular hourly rates that are referenced in the original contract and shall not be calculated as part of the contract amount not to exceed \$30,000.00 including WSST.

# RESOLUTION

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

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING PAYMENT TO YODER INC., DBA/ COFFEY REFRIGERATION FOR PREVAILING WAGE FEES IN CONJUNCTION WITH THEIR CURRENT CONTRACT**

**WHEREAS**, per Resolution 10-004 dated January 4, 2010 the Board of Benton County Commissioners entered into a public works service contract for "as needed" kitchen equipment repair and services for a contract amount not to exceed \$15,000; and

**WHEREAS**, per Resolution 10-805 dated December 13, 2010 the Board approved the first contract amendment, extending the contract an additional 12 month period and increasing the contract amount not to exceed \$30,000 including WSST; and

**WHEREAS**, Washington State Labor and Industries has changed the policy for filing Affidavits for prevailing wages, as in previous years the Contractor was able to file one Statement of Intent at the beginning of the year and then file one Affidavit of Wages Paid at the end of the year covering all the projects that were performed during that year for a total fee amount of \$80.00; and

**WHEREAS**, Washington State Labor and Industries now requires a Statement of Intent be filed at that beginning of the year at a rate of \$40.00, and then an Affidavit of Wages Paid after each and every service call performed at a rate of \$40.00 per filing; and

**WHEREAS**, the current contract is in accordance with the hourly rate sheet that was provided by the contractor, and the hourly rates do not cover all of the additional fees the Department of Labor and Industries is now requiring; and

**WHEREAS**, the Facilities Supervisor is very pleased with the services Coffey Refrigeration provide and recommends the Board of Commissioners authorize payment to Coffey Refrigeration for the additional fees associated with the prevailing wage requirements; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the payment in the amount of \$40.00 to Coffey Refrigeration for each service call that requires Coffey Refrigeration to file an Affidavit of Wages Paid as stated in Section 5 Compensation of the contract; and

**BE IT FURTHER RESOLVED**, the additional \$40.00 fee for the filing of the Affidavit per service call is above and beyond the regular hourly rates that are referenced in the original contract and shall not be calculated as part of the contract amount not to exceed \$30,000.00 including WSST.

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

---

**Chairman of the Board**

---

**Chairman Pro-Tem**

---

**Member**

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Professional Service Agreement #PSA- 2011/12-ITA TRANSPORT-00 <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Contract <u>  X  </u> Pass Resolution <u>  X  </u> Pass Ordinance <u>      </u> Pass Motion <u>      </u> Other <u>      </u>		Consent Agenda <u>  X  </u> Public Hearing <u>      </u> 1st Discussion <u>      </u> 2nd Discussion <u>      </u> Other <u>      </u>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services Crisis Response Unit (CRU) would like to contract with Custody Transport Services, LLC to provide safe and secure motor vehicle transport upon request of CRU staff, for clients who are placed on an Involuntary Hold.

**SUMMARY**

**Award:** Consideration for this Professional Service Agreement will be \$0.00  
**Period:** March 1, 2011 through June 30, 2012  
**Funding Source:** N/A

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Professional Service Agreement #PSA-2011/12-ITA TRANSPORT-00 with Custody Transport Services, 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 BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE AGREEMENT #PSA-2011/12-ITA TRANSPORT-00 TO PROVIDE SAFE AND SECURE TRANSPORT BETWEEN CUSTODY TRANSPORT SERVICES, LLC AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, upon request from authorized Benton and Franklin Counties Crisis Response Unit staff, would like to provide safe and secure motor vehicle transport for clients who are placed on an Involuntary Hold; and

**WHEREAS**, consideration for this Professional Service Agreement will be \$0.00; and

**WHEREAS**, this Professional Service Agreement is effective March 1, 2011 through June 30, 2012, NOW THEREFORE

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Professional Service 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, Professional Service Agreement #PSA-2011/12-ITA TRANSPORT-00.

Dated this.....day of ....., 2011

Dated this.....day of ....., 2011

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

Originals: Benton & Franklin County Commissioners  
Human Services

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Professional Services Agreement #PSA-2011/12-ITA Transport-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 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Custody Transport Services, LLC**, with its principal offices at 5808 Summitview, Suite D, Yakima, WA 98908 (hereinafter "Contractor").

Counties Contact Information:

Ed Thornbrugh, Administrator  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

Contractor Contact Information:

Mike Schreiner, General Manager  
Custody Transport Services, LLC  
7405 Sali Rd.  
Yakima, WA 98903  
Phone: 509.945.6463  
Fax: 509-965-8629  
E-Mail: [mikectswa@aol.com](mailto:mikectswa@aol.com)

Agreement Start Date ..... March 1, 2011  
Agreement End Date ..... June 30, 2012

Consideration.....Per Section 5 herein

Exhibits incorporated into this Agreement.....None

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:

  
Mike Schreiner, General Manager      Date 5/9/11

\_\_\_\_\_  
Board of Directors (if applicable)      Date

For Benton County:

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

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

For Franklin County:

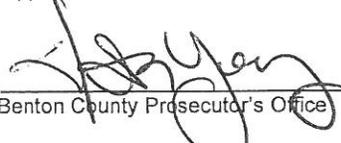
\_\_\_\_\_  
Franklin County Commissioners      Date

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

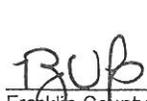
Approved as to Content:

  
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> <u>Department of Social and Health Services and County General Terms and Conditions Agreement #1183-25352</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Contract <u>  X  </u> Pass Resolution <u>  X  </u> Pass Ordinance        _____ Pass Motion            _____ Other                    _____		Consent Agenda <u>  X  </u> Public Hearing            _____ 1st Discussion          _____ 2nd Discussion         _____ Other                     _____

**BACKGROUND INFORMATION**

The Department of Social and Health Services sets forth General Terms and Conditions that govern work to be performed under any Program Agreement between the parties.

**SUMMARY**

**Award:** N/A  
**Period:** July 1, 2011 through June 30, 2017  
**Funding Source:** N/A

**RECOMMENDATION**

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

**FISCAL IMPACT**

This Agreement does not have any fiscal responsibilities. **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 #1183-25352 with the Department of Social and Health Services, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTION OF DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS) AND COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS, CONTRACT #1183-25352, EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2017**

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement as being in the best interest of Benton County; and

**NOW, THEREFORE, BE IT RESOLVED**, the Benton County Board of Commissioners hereby approved the DSHS and County Agreement on General Terms and Conditions, Contract #1183-25352, effective July 1, 2011 through June 30, 2017.

**BE IT FURTHER RESOLVED**, the Benton County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

Dated this.....day of ....., 2011

\_\_\_\_\_  
Leo Bowman, Chair

\_\_\_\_\_  
Shon Small, Chair Pro Tem

\_\_\_\_\_  
James Beaver, Member

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

Originals: Benton County Commissioners  
Human Services

Loera



**DSHS and COUNTY  
AGREEMENT ON  
GENERAL TERMS AND  
CONDITIONS**

DSHS Contract Number

1183-25352

These General Terms and Conditions are between the State of Washington Department of Social and Health Services (DSHS) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supercede and replace any previously executed General Terms and Conditions as of the start date below.

County Contract Number

**TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.**

**START DATE: July 1, 2011**

**END DATE: June 30, 2017**

COUNTY NAME

Benton County

DSHS INDEX NUMBER

1122

COUNTY ADDRESS

Department of Human Services  
7207 W. Deschutes Ave.  
Kennewick WA 99336-

COUNTY TELEPHONE

(509) 783-5284 Ext:

COUNTY FAX

(509) 783-5981

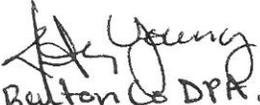
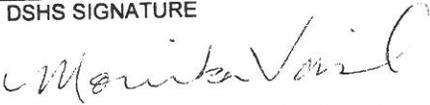
DSHS CENTRAL CONTRACT SERVICES ADDRESS

Central Contract Services  
P.O. Box 45811  
Olympia, WA 98504-5811

DSHS CENTRAL CONTRACT SERVICES TELEPHONE

(360) 664-6055

By their signatures below, the parties agree to this Agreement on General Terms and Conditions.

COUNTY SIGNATURE(S)	DATE(S)	PRINTED NAME(S) AND TITLE(S)	TELEPHONE NUMBER (INCLUDE AREA CODE)
 Benton Co DPA, Approved to form			
 DSHS SIGNATURE	4/12/11	Monika Vasil Contracts Administrator	(360) 664-6071

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract	Consent Agenda <u>xx</u>
MEETING DATE: B/C 06-06-11	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Line Item Transfer	Pass Ordinance	1st Discussion
Prepared By: Jennifer Bowe	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

**BACKGROUND INFORMATION**

This line item transfer is associated with multiple grants previously approved by the Board. We are requesting to move budgeted appropriations from Department 173 (Fee for Service Contracts) to Department 174 (Grants) to support Data Processing, Insurance Management, Worker's Compensation and Accumulated Leave Costs. This line item transfer does not change the scope of the grant, however it simply allows this department to maximize use of grant funds through the end of the grant fiscal year.

**SUMMARY**

This line item transfer shifts dollars from Juvenile Fund No. 0115-101, Department 173 to Department 174 to support grant expenditures.

**RECOMMENDATION**

We recommend that the Boards of Commissioners of Benton County sign the Resolution authorizing the transfers of funds.

**FISCAL IMPACT**

There is no fiscal impact. The budget amount is included in the approved 2011 Juvenile budget.

**MOTION**

I move that the Boards of Commissioners of Benton County sign the Resolution for Line Item Transfers.

# RESOLUTION

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

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT NUMBER 173 – FEE FOR SERVICE CONTRACTS AND DEPARTMENT NUMBER 174– GRANT REIMBURSEMENT, and**

**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 June, 2011

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Juvenile

Dept Nbr: 174

Fund Name: Grants

Fund Nbr: 0115-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-400	173 - 9101	Data Processing Administration	\$12,400.00	527-400	174 - 9101	Data Processing Admin.	\$12,400.00
527-400	173 - 9601	Insurance Management	\$6,719.00	527-400	174 - 9601	Insurance Management	\$6,719.00
527-400	173 - 9602	Workers' Compensation	\$6,429.00	527-400	174 - 9602	Workers' Compensation	\$6,429.00
527-400	173 - 9908	Accumulated Leave	\$2,066.00	527-400	174 - 9908	Accumulated Leave	\$2,066.00
TOTAL			\$27,614.00	TOTAL			\$27,614.00

In an effort to remain in compliance with the requirements of our grant, it is necessary to reallocate funds to maximize on those various grants. This line item transfer does not change the scope of any grants, however it simply allows us to better utilize grant funding through the end of the grant fiscal year to support data processing, insurance management, worker's comp and accumulated leave costs for those specific grants.

Prepared by Jennifer Bowe, Administrative Services Manager

Date 5/31/11

Authorized by Sharon Paradis, Administrator

Date 5/31/11

BENTON COUNTY

Approved  Denied

Chairman

Member

Member

AGENDA ITEM: Consent	<b><u>TYPE OF ACTION NEEDED</u></b>	CONSENT AGENDA <b>xx</b>
MEETING DATE: B/C 06-06-11 F/C 06-15-11	Executive Contract XX	PUBLIC HEARING
SUBJECT: Independent Clinic Facilitator Ernie Chapin	Pass Ordinance XX	1 <sup>st</sup> DISCUSSION
Prepared By: Donna A. Lee	Pass Motion	2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

**BACKGROUND INFORMATION**

Ernie Chapin is a well-known community leader and educator in the Tri-Cities area. He has worked with At Risk Youth and conducted numerous behavioral modification clinics, workshops and classes for various school districts and most recently for the Benton-Franklin Counties Juvenile Justice Center. Mr. Chapin will conduct workshops, clinics and/or classes for the Diversion, Drug Court and Truancy programs.

**SUMMARY**

Mr. Chapin will conduct classes, clinics and/or workshops for the Diversion, Truancy and Juvenile Drug Court programs.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

**FISCAL IMPACT**

The compensation rate is included in fee for service monies from the State of Washington BECCA fund.

**MOTION**

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND ERNIE CHAPIN, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Ernie Chapin and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2011 and terminating on June 30, 2012, for a maximum total amount payable by the Counties not to exceed Ten Thousand Dollars (\$10,000.00) NOW, THEREFORE

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

DATED this 6<sup>th</sup> day of June 2011

DATED this 15<sup>th</sup> day of June 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

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

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

ATTEST:

ATTEST:

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

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

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

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

### PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND ERNIE CHAPIN

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 (BFJJC), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Ernie Chapin, with his principal office at 175 Paradise Drive Burbank, Washington, 99323 (hereinafter referred to as "Contractor").

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 July 1, 2011 through June 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.

#### 2. SERVICES PROVIDED

A. The Contractor will provide the following:

1. Classes, Clinics and/or Workshops for youth in the Diversion, Truancy, and/or Juvenile Drug Court programs.
2. Training to BFJJC staff and volunteers regarding working with At-Risk youth.

B. Additional requirements include but are not limited to:

1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the intervention. To assist in supervision of the youth, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 6/6/2011 <b>Subject:</b> Settlement Agreement <b>Prepared by:</b> M. Wenner	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Other	Consent Agenda       X Public Hearing 1st Discussion 2nd Discussion Other

K

**BACKGROUND INFORMATION**

Frontier Insurance Company provided excess workers' compensation coverage to Benton County in 1999. Benton County's Third Party Administrator at that time filed a claim for coverage which Frontier denied coverage. Benton County's Personnel/Risk Manager challenged the denial and asserted its right to coverage under the Frontier Policy. In order to resolve the issue, the Personnel/Risk Manager recommends that Benton County enter into an agreement with Frontier whereas Frontier Insurance Company agrees to pay Benton County \$85,000 for a full and final resolution of the claim.

The attached settlement agreement has been reviewed and approved by Lawrence Mann, Partner/Attorney, Wallace, Klor, and Mann, P.C., special prosecutor assigned to assist in workers' compensation claims.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Recommend that the Chairman of the Board of Benton County Commissioners sign the settlement agreement.

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE SETTLEMENT AGREEMENT BETWEEN BENTON COUNTY AND FRONTIER INSURANCE COMPANY IN REHABILITATION.**

**WHEREAS**, Frontier Insurance Company provided excess workers' compensation coverage to Benton County in 1999; and

**WHEREAS**, Benton County filed a claim for coverage on or about July 2000; and

**WHEREAS**, on or about August 2001, Frontier Insurance Company entered into voluntary rehabilitation pursuant to entry of a consent order of rehabilitation with the New York State Insurance Department and subsequently denied the claim on or about April 23, 2007; and

**WHEREAS**, the Benton County Personnel/Risk Manager challenged the denial and asserted Benton County's right to coverage under the Frontier Policy; and

**WHEREAS**, Frontier Insurance Company in Rehabilitation and Benton County have come to a mutual agreement in that Frontier Insurance Company in Rehabilitation shall pay \$85,000 to Benton County and Benton County shall release and forever discharge Frontier from this claim; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of Benton County Commissioners to sign the attached Settlement Agreement and Release of All Claims between Benton County and Frontier Insurance Company in Rehabilitation; and

**BE IT FURTHER RESOLVED** Frontier Insurance Company in Rehabilitation shall pay Benton County \$85,000.

**Dated this . . . . . day of . . . . ., 2011**

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

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

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

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

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> June 6, 2011 <b>Subject:</b> Employee of the Month Program <b>Prepared by:</b> <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Benton County knows the importance of recognizing employees and their exemplary work performance and contributions to the success of Benton County. In order to formally acknowledge those employees, the Benton County Board of Commissioners directed the Benton County Personnel/Risk Manager to draft a Benton County Employee of the Month Program. The Employee of the Month Program was drafted and routed to Elected Officials and Department Managers for their review. The Elected Officials have signed and approved the Employee of the Month Program, which is attached.

**SUMMARY**

Same as above

**RECOMMENDATION**

Sign the resolution and Employee of the Month guidelines.

**FISCAL IMPACT**

N/A

# RESOLUTION

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

**IN THE MATTER OF APPROVAL OF THE BENTON COUNTY EMPLOYEE OF THE MONTH PROGRAM**

**WHEREAS**, Benton County recognizes the importance of acknowledging employees' exemplary work performance; and

**WHEREAS**, Benton County established guidelines to formally acknowledge employees' hard work, sincerity and dedication in making Benton County stand out in a positive way to all employees and to members of the public; and

**WHEREAS**, the Benton County Board of Commissioners authorized the Benton County Personnel/Risk Manager to draft an Employee of the Month program; and

**WHEREAS**, the attached Benton County Employee of the Month guidelines, nomination form, and letter of achievement were drafted and distributed to all Elected Officials and Department Managers for their review; and

**WHEREAS**, the County Elected Officials have signed and approved the Benton County Employee of the Month program and; **NOW THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves the attached Benton County Employee of the Month guidelines, nomination form, and letter of achievement.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

## **EMPLOYEE OF THE MONTH GUIDELINES**

In order to qualify for Employee of the Month, an employee/nominee must meet all of the following criteria:

1. Employee Status – Must be a full-time or part-time county or bi-county employee who has passed his/her probationary period. Elected officials and department managers are not eligible for nomination.
2. Nominee must not have been recognized as Employee of the Month anytime within the 24 months previous to the date of the present nomination.
3. Job Performance – Nominee must produce work related service or product above and beyond basic requirements, must maintain exemplary work quality standards, and must demonstrate exemplary use of time.

The following additional criteria should be used to evaluate nominees as appropriate:

4. Leadership/Initiative – Employee possesses leadership and demonstrates initiative.
5. Attitude – Employee displays a positive and dedicated attitude.
6. Relationship with Public – Employee promotes a positive image of the county, office, and/or department. Presents a helpful/cooperative attitude.
7. Relationship with Coworkers – Employee demonstrates being a team player with at least one specific example addressed on the nomination form. Promotes harmony with co-workers.
8. Safety Issues – Employee creates a procedure or idea to help reduce accident/incidents and diligently works to achieve a safe work environment for themselves, their co-workers, and the public.

Information on nominees will be solicited from:

1. The nomination form
2. The nominator
3. Nominee's elected official/department manager
4. Nominee's immediate supervisor

Process:

1. Criteria and nomination forms will be posted on the county intranet site <http://jcodin/intranet/>. Forms are also available through the Personnel Resources Department.
2. Completed forms are to be sent to Personnel Resources Department.
3. Each nominee will be thoroughly reviewed by the Personnel Resources Department in coordination with the nominee's elected official/department manager to ensure that they meet the criteria guidelines for Employee of the Month.
4. The Personnel Resources Department will forward the recommended nominee to the Benton County Board of Commissioners for their consideration and approval.
5. The Employee of the Month and his or her elected official/department manager will be notified prior to the Benton County Board of Commissioners' Board Meeting where the Employee of the Month will be announced.
6. The employee will receive:
  - a. A letter from the Board of Benton County Commissioners and the Employee's Elected Official/Department Manager announcing them as the Employee of the Month.
  - b. Employee of the Month certificate.
  - c. Employee's picture and recognition on the Benton County website.
  - d. Employee of the Month parking space for the month employee is selected.

**BENTON COUNTY  
BOARD OF COMMISSIONERS**

---

Leo Bowman, Chairman

---

James Beaver, Member

---

Shon Small, Member

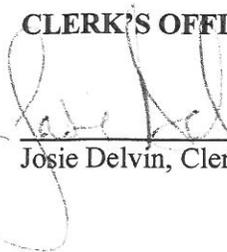
**AUDITOR'S OFFICE**

  
Brenda Chilton, Auditor

**ASSESSOR'S OFFICE**

  
Barbara Wagner, Assessor

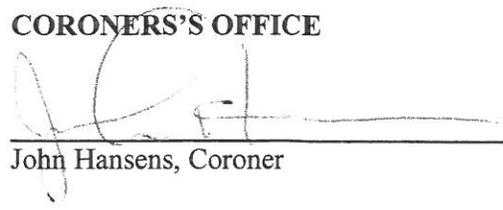
**CLERK'S OFFICE**



---

Josie Delvin, Clerk

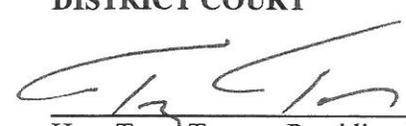
**CORONERS'S OFFICE**



---

John Hansens, Coroner

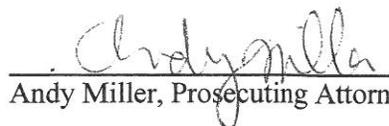
**DISTRICT COURT**



---

Hon. Terry Tanner, Presiding Judge

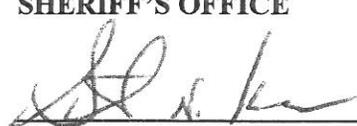
**PROSECUTING ATTORNEY'S OFFICE**



---

Andy Miller, Prosecuting Attorney

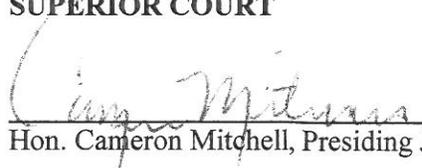
**SHERIFF'S OFFICE**



---

Steven Keane, Sheriff

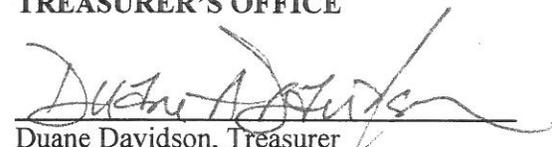
**SUPERIOR COURT**



---

Hon. Cameron Mitchell, Presiding Judge

**TREASURER'S OFFICE**



---

Duane Davidson, Treasurer



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 6/6/11 Subject: Speaker Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

See attached Benton County Guest Speaker Contract between Connie Poulsen and Benton County. Ms. Poulsen conducted two presentations for Benton County on June 3, 2011.

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$2,000.00 to be paid from the Insurance Management Fund

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GUEST SPEAKER AGREEMENT BETWEEN BENTON COUNTY AND CONNIE POULSEN FOR GUEST SPEAKING SERVICES.**

**WHEREAS**, the Personnel Office offers various guest speakers to Benton County employees; and

**WHEREAS**, Connie Poulsen possesses the distinct skills/experience that the Personnel Office is looking for; and

**WHEREAS**, the Personnel Manager and Connie Poulsen mutually agreed upon two presentations for June 3, 2011; and

**WHEREAS**, there were no Board meetings between the time the presentations were agreed upon and the presentation date since the May 31, 2011 Board meeting was cancelled; and

**WHEREAS**, the Personnel Manager recommends approving the attached guest speaker agreement; **NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached guest speaker agreement between Benton County and Connie Poulsen in the amount of \$2,000 for two presentations with a total amount not to exceed \$2,000; and

**BE IT FURTHER RESOLVED** that the Board authorized the Chairman of the Board to sign the attached guest speaker agreement; and

**BE IT FURTHER RESOLVED** the two presentations shall be held on June 3, 2011, but in any case will be completed within twelve months from the date of execution.

Dated this ..... day of ....., 2011

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**BENTON COUNTY GUEST SPEAKER CONTRACT**

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

**TITLE OF PRESENTATION:** Creating a Respectful Workplace Training

**FEE FOR TWO PRESENTATIONS:** \$2000.00

**MAXIMUM COMPENSATION:** \$2000.00

**DATE OF PRESENTATIONS:** June 3, 2011

**DURATION OF CONTRACT:** From June 3, 2011, but in any case not to exceed one year from date of execution.

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

**LIABILITY COVERAGE:** The GUEST SPEAKER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the GUEST SPEAKER 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:** 5/27, 2011

**GUEST SPEAKER**

**APPROVED FOR BENTON COUNTY**



\_\_\_\_\_  
Department Head

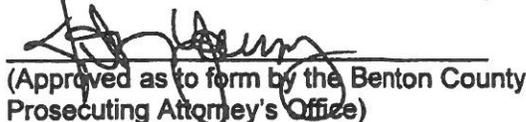
Guest Speaker's Signature

Connie Poulsen

\_\_\_\_\_  
Chairman of the Board of Benton County Commissioners

Print name

403 Lakeview Dr

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

Mailing Address

Sequim WA. 98382

City, State & Zip (Print)

(360) 477-2559

Day Phone Home Phone

*All information must be completed for contract to be valid.*

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	June 6, 2011	Execute Contract	<u>  X  </u>	Consent Agenda	<u>  X  </u>
Subject:	Amendment I to 2010-2012 Crisis Response CBA	Pass Resolution	<u>      </u>	Public Hearing	<u>      </u>
Prepared by:	Steve Hallstrom	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**

The Benton-Franklin Department of Human Services (Crisis Response) collective bargaining agreement for 2010-2012 includes a wage and benefits opener for 2011. The negotiating teams for the Counties and the Union representing Crisis Response employees have negotiated and agreed upon wages and benefits contract terms for 2011, and the collective bargaining agreement amendment containing those terms is now before the Board for approval and signature.

**SUMMARY**

The 2011 CBA amendment that is before the Board for signature provides for:

- 1) The Counties paying up to a maximum of Seven Hundred eighty-eight and 75/100 Dollars (\$788.75) per month towards each employee's medical, dental, vision, and life insurance coverage; and
- 2) The 2010 Salary Schedule referenced in Section 24.1 and attached to the CBA as Appendix A, will remain in place for 2011. *PROVIDED:* The Employer and the Union agree to continue discussions, ending no later than August 31, 2011, with the potential to obtain additional information, regarding the informal survey for the Crisis Response positions, and the Employer will consider whether to make any salary schedule adjustments within this time period. The Employer makes no commitment to making any salary schedule adjustments.

**RECOMMENDATION**

Approve and sign the 2011 Crisis Response CBA amendment.

**FISCAL IMPACT**

See 2011 Crisis Response CBA amendment.

**MOTION**

Move to approve the 2011 Crisis Response CBA amendment.

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 AMENDING THE 2010 - 2012 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND AFSCME,  
COUNCIL 2, LOCAL 3962, REPRESENTING CRISIS RESPONSE

WHEREAS, an agreement has been reached between negotiators for Benton  
County, Franklin County and Local 3962 to amend the 2010-2012 Collective  
Bargaining Agreement (CBA); and

WHEREAS, the Benton and Franklin Counties Board of Commissioners have  
previously discussed and approved the significant terms of the CBA  
Amendment, NOW THEREFORE,

BE IT RESOLVED, that the Benton County and Franklin County Boards of  
Commissioners approves the Amendment as negotiated and is authorized to  
sign the same.

DATED this \_\_\_\_\_ day of June, 2011

DATED this \_\_\_\_\_ day of June, 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Constitution the Board of County  
Commissioners of Franklin County,  
Washington

ATTEST:

ATTEST:

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

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

Original: Benton & Franklin County Commissioners; Local 3892; Juvenile Justice  
c: Stephen Hallstrom; David Sparks; Personnel; Payroll

**AMENDMENT I**  
**to**  
**2010 – 2012 AGREEMENT**  
**Between**  
**BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**  
**And**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**AFSCME, COUNCIL 2, AFL-CIO, LOCAL 3962**  
  
**Representing the CRISIS RESPONSE UNIT**

Benton-Franklin Counties Department of Human Services (Employer) and Washington State Council of County and City Employees, AFSCME, Council 2, AFL-CIO, Local 3962 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, as follows:

1. Section 16.2 (A.) is hereby amended to read as follows:

Effective (~~(January 1, 2010,)~~) June 1, 2011, Employer agrees to pay up to a maximum of Seven Hundred, Eighty-Eight and 75/100 Dollars (\$788.75) (~~(Seven Hundred Twenty One Dollars (\$721.00))~~) per month towards medical, dental, vision, and life insurance coverage.

2. The 2010 Salary Schedule referenced in Section 24.1 and attached to the CBA as Appendix A, will remain in place for 2011. *PROVIDED*: The Employer and the Union agree to continue discussions, ending no later than August 31, 2011, with the potential to obtain additional information, regarding the informal survey for the Crisis Response positions, and the Employer will consider whether to make any salary schedule adjustments within this time period. The Employer makes no commitment to making any salary schedule adjustments.
3. No other language in the CBA is amended or intended to be changed or modified.
4. Except as otherwise stipulated above, this Amendment is effective as of June 1, 2011.

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

**B-F COUNTIES DEPARTMENT  
OF HUMAN SERVICES**

**WSCCCE, COUNCIL 2, LOCAL 3962**

\_\_\_\_\_  
Edward Thornbrugh, Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Alpha O'Laughlin, Area Representative  
Date: \_\_\_\_\_

**BOARD OF BENTON COUNTY  
COMMISSIONERS**

**BOARD OF FRANKLIN COUNTY  
COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Constituting the Board of  
Benton County Commissioners

\_\_\_\_\_  
Constituting the Board of  
Franklin County Commissioners

Attest:

Attest:

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Stephen J. Hallstrom  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

**RESOLUTION**



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

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICTS RE: DRAINAGE IMPROVEMENT DISTRICT NO. 10; EXAMINATION OF FINANCIAL ACTIVITIES BY THE STATE AUDITOR'S OFFICE

WHEREAS, the State Auditor has requested preliminary financial information regarding the County's Drainage Improvement District in preparation for an audit of activities in 2010; and

WHEREAS, an Examination of Financial Activities for the County's Drainage Improvement District has been completed; NOW, THEREFORE,

BE IT RESOLVED that the Chairman be authorized to sign the Examination of Financial Activities on behalf of the Drainage Improvement District.

Dated this 6th day of June 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:LJM:amc

**ANNUAL REPORT**

**BENTON COUNTY DRAINAGE DISTRICT NO. 10**  
(Name)

**0101**  
MCAG No.

Submitted pursuant to RCW 43.09.230

to the

STATE AUDITOR'S OFFICE

FOR THE FISCAL YEAR ENDED **DECEMBER 31, 2010**

Certified correct this 6th day of June, 2011

to the best of my knowledge and belief:

NAME Aileen Coverdell

TITLE Administrative Financial Accountant

PREPARED BY Aileen Coverdell

TELEPHONE NUMBER (509) 786-5611

FAX NUMBER (509) 786-5627

E-MAIL ADDRESS aileen.coverdell@co.benton.wa.us

HOME PAGE ADDRESS co.benton.wa.us

P

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CLODFELTER ROAD - CE 1778 CRP  
and LOCUST GROVE ROAD – CE 1838 CRP

WHEREAS, by resolution dated May 2, 2011, the County Engineer was authorized to  
schedule a bid call for CLODFELTER ROAD - CE 1778 CRP and LOCUST GROVE  
ROAD – CE 1838 CRP; and

WHEREAS, bids were received and opened on May 26, 2011; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Tapani Underground, Inc., Battle Ground,  
Washington; and

WHEREAS, the County Engineer recommends award of the bid to Tapani Underground,  
Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for CLODFELTER ROAD - CE 1778 CRP and  
LOCUST GROVE ROAD – CE 1838 CRP be awarded to Tapani Underground, Inc.,  
Battle Ground, Washington in the amount of \$3,484,532.00.

Dated this 6th day of June, 2011.

\_\_\_\_\_  
Chairman.

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

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

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

SWB:MJB:LJM:slc

**PROJECT: CE 1778 CRP - CLODFELTER ROAD & CE 1838 CRP - LOCUST GROVE ROAD**

LOCATION: BENTON COUNTY  
 LET BY: BOARD OF COUNTY COMMISSIONERS  
 DATE: May 28, 2011; 10:30 a.m., Local Time

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	TAPAN UNDERGROUND, INC.		SELLAND CONSTRUCTION, INC.		APOLLO, INC		M. A. DRAATLEY CONSTRUCTION, INC.		ROTSCHY, INC.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.		225,000.00	Lump Sum	50,000.00	Lump Sum	282,000.00	Lump Sum	155,271.46	Lump Sum	334,692.00
2	CLEARING AND GRUBBING	Lump Sum	L.S.		1,000.00	Lump Sum	20,000.00	Lump Sum	12,000.00	Lump Sum	500.00	Lump Sum	90,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	Lump Sum	L.S.		1,000.00	Lump Sum	2,500.00	Lump Sum	8,700.00	Lump Sum	12,500.00	Lump Sum	40,000.00
4	REMOVING WIRE FENCE	775	L.S.	1.00	775.00		1,550.00		465.00		775.00		775.00
5	ROADWAY EXCAVATION INCLUDING HAUL	626,235	C.Y.	1.20	751,482.00	1.75	1,095,911.25	1.44	901,778.40	1.80	1,127,223.00	2.00	1,252,470.00
6	EMBANKMENT COMPACTION	414,160	C.Y.	0.50	207,080.00	0.50	207,080.00	0.63	260,920.80	0.60	248,496.00	1.00	414,160.00
7	DITCH EXCAVATION INCLUDING HAUL	9,187	C.Y.	3.00	27,561.00	2.50	22,967.50	1.25	11,483.75	5.00	45,935.00	2.00	18,374.00
8	QUARRY SPALLS	9,187	C.Y.	10.50	96,463.50	6.00	55,122.00	8.50	78,095.50	9.00	82,683.00	10.00	91,870.00
9	PLAIN STEEL CULVERT PIPE	1,714	L.F.	20.00	34,280.00	30.00	51,420.00	13.50	23,138.00	25.00	42,850.00	25.00	42,850.00
10	PLAIN STEEL CULVERT PIPE	600	L.F.	25.00	15,000.00	35.00	21,000.00	28.50	17,700.00	40.00	24,000.00	34.00	20,400.00
11	PLAIN STEEL CULVERT PIPE	564	L.F.	26.00	14,664.00	40.00	22,560.00	30.00	16,920.00	45.00	25,360.00	42.00	23,688.00
12	PLAIN STEEL CULVERT PIPE	1,060	L.F.	70.00	74,200.00	80.00	63,600.00	42.50	45,050.00	50.00	53,000.00	54.00	57,240.00
13	PLAIN STEEL CULVERT PIPE	1,242	L.F.	105.00	130,410.00	125.00	155,250.00	115.00	142,830.00	125.00	155,250.00	135.00	167,670.00
14	COMMERCIAL CONCRETE FOR HEADWALL	28	C.Y.	1,000.00	28,000.00	650.00	22,100.00	555.00	14,430.00	750.00	19,500.00	348.00	9,048.00
15	CRUSHED SURFACING BASE COURSE	45,240	TON	7.25	327,990.00	8.15	368,706.00	6.15	278,226.00	6.25	282,750.00	6.70	303,108.00
16	CRUSHED SURFACING TOP COURSE (Shoulders and Approaches)	27,131	TON	8.25	223,830.75	8.15	221,117.65	6.15	166,855.65	6.50	176,351.50	8.00	217,048.00
17	HMA CLASS 1/2 INCH PG 70-28	16,724	TON	63.00	1,053,612.00	53.00	886,372.00	63.39	1,060,134.36	63.39	1,060,134.36	66.00	1,103,784.00
18	ASPHALT COST PRICE ADJUSTMENT	1	CALC.	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00
19	ESC LEAD	38	DAY	25.00	950.00	2.00	76.00	1.00	38.00	75.00	2,850.00	150.00	5,700.00
20	SEEDING, FERTILIZING, AND MULCHING	28	ACRE	1,100.00	30,800.00	1,300.00	36,400.00	1,300.00	36,400.00	1,200.00	33,600.00	1,350.00	37,800.00
21	BEAM GUARDRAIL TYPE 1	8,312.5	L.F.	17.00	141,312.50	18.00	149,625.00	19.00	157,837.50	16.75	139,234.38	17.00	141,312.50
22	BEAM GUARDRAIL FLARED TERMINAL	26	EA	1,675.00	43,550.00	1,550.00	40,300.00	1,550.00	40,300.00	1,665.00	43,030.00	1,700.00	44,200.00
23	PAINT LINE	65,625	L.F.	0.15	9,843.75	0.15	9,843.75	0.15	9,843.75	0.15	9,843.75	0.13	8,531.25
24	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.		8,000.00	Lump Sum	5,000.00	Lump Sum	19,000.00	Lump Sum	50,000.00	Lump Sum	3,000.00
25	STRUCTURE EXCAVATION CLASS II INCLUDING HAUL	3,657	C.Y.	2.50	9,092.50	0.50	1,818.50	17.00	61,629.00	4.00	14,548.00	2.00	7,274.00
26	EXCAVATION CLASS II INCLUDING HAUL	8,166	S.F.	0.50	3,083.00	0.50	3,083.00	1.00	6,166.00	0.75	4,624.50	2.00	12,332.00

PROJECT: CE 1778 CRP - CLODFELTER ROAD &  
CE 1838 CRP - LOCLUST GROVE ROAD

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	TAPANI UNDERGROUND, INC.		SELLAND CONSTRUCTION, INC.		APOLLO, INC. 1133 West Columbia Drive		M. A. DEATLEY CONSTRUCTION, INC.		ROTSCHY, INC.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
27	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	1,123	C.Y.	12.00	13,476.00	12.00	13,476.00	11.50	12,914.50	25.00	28,075.00	13.00	14,599.00
28	REMOVING AND RESETTING WIRE FENCE	575	L.F.	7.00	4,025.00	10.00	5,750.00	1.80	1,035.00	5.00	2,875.00	2.00	1,150.00
29	ROADSIDE CLEANUP		L.S.	Lump Sum	6,000.00	Lump Sum	2,500.00	Lump Sum	13,000.00	Lump Sum	7,500.00	Lump Sum	5,000.00
30	TRIMMING AND CLEANUP		L.S.	Lump Sum	250.00	Lump Sum	2,500.00	Lump Sum	7,000.00	Lump Sum	7,500.00	Lump Sum	5,000.00
31	MINOR CHANGE	1	CALC.	Calculated	2,500.00	Calculated	2,500.00	Calculated	2,500.00	Calculated	2,500.00	Calculated	2,500.00
32	SPCC PLAN		L.S.	Lump Sum	100.00	Lump Sum	50.00	Lump Sum	100.00	Lump Sum	500.00	Lump Sum	2,000.00
33	MAILBOX SUPPORT TYPE 2	3	EA.	400.00	1,200.00	550.00	1,650.00	300.00	900.00	500.00	1,500.00	250.00	750.00
<b>TOTAL BID</b>				<b>\$3,484,532.00</b>	<b>\$3,544,429.65</b>	<b>\$3,594,487.21</b>	<b>\$3,860,780.95</b>	<b>\$4,478,326.75</b>					

PROJECT: CE 1778 CRP - CLODFELTER ROAD &  
 CE 1838 CRP - LOCUST GROVE ROAD  
 BENTON COUNTY  
 LOCATION:  
 LET BY: BOARD OF COUNTY COMMISSIONERS  
 DATE: May 26, 2011, 10:30 a.m., Local Time

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	NORTH CENTRAL CONSTRUCTION, INC.		FOWLER GENERAL CONSTRUCTION, INC.		WILLIAMS CHARLES WEST		ENGINEERS	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.		300,000.00	Lump Sum	160,000.00	Lump Sum	230,000.00	Lump Sum	225,000.00
2	CLEARING AND GRUBBING	Lump Sum	L.S.		6,000.00	Lump Sum	30,000.00	Lump Sum	37,000.00	Lump Sum	20,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	Lump Sum	L.S.		15,000.00	Lump Sum	40,000.00	Lump Sum	10,000.00	Lump Sum	10,000.00
4	REMOVING WIRE FENCE	775	L.S.	1.56	1,209.00	1.60	1,240.00	1.00	775.00	1.00	775.00
5	ROADWAY EXCAVATION INCLUDING HAUL	626,235	C.Y.	2.25	1,409,028.75	2.80	1,628,211.00	3.00	1,878,705.00	1.76	1,102,173.60
6	EMBANKMENT COMPACTION	414,160	C.Y.	0.70	289,912.00	0.50	207,080.00	2.25	931,860.00	0.65	269,204.00
7	DITCH EXCAVATION INCLUDING HAUL	9,187	C.Y.	6.28	57,894.36	6.00	55,122.00	8.00	73,496.00	4.25	39,044.75
8	QUARRY SPALLS	9,187	C.Y.	12.00	110,244.00	24.00	220,488.00	16.00	146,992.00	19.50	124,024.50
9	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 12 INCH DIAMETER	1,714	L.F.	21.46	36,782.44	22.40	38,383.60	20.00	34,260.00	20.00	34,260.00
10	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 18 INCH DIAMETER	600	L.F.	34.22	20,532.00	27.60	16,660.00	22.00	13,200.00	28.00	16,800.00
11	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 24 INCH DIAMETER	564	L.F.	48.00	27,072.00	32.00	18,048.00	25.00	14,100.00	38.00	21,432.00
12	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 36 INCH DIAMETER	1,060	L.F.	60.00	63,600.00	65.00	68,900.00	35.00	37,100.00	54.00	57,240.00
13	PLAIN STEEL CULVERT PIPE 0.136 INCH THICK 60 INCH DIAMETER	1,242	L.F.	146.78	182,300.76	133.00	165,186.00	110.00	136,620.00	175.00	217,350.00
14	COMMERCIAL CONCRETE FOR HEADWALL	26	C.Y.	1,300.00	33,800.00	200.00	5,200.00	1,500.00	39,000.00	800.00	20,800.00
15	CRUSHED SURFACING BASE COURSE	45,240	TON	8.25	373,230.00	13.60	615,264.00	12.00	542,880.00	5.75	260,130.00
16	CRUSHED SURFACING TOP COURSE (Shoulders and Approaches)	27,131	TON	8.75	237,396.25	16.00	434,096.00	12.00	325,572.00	6.75	183,134.25
17	HMA CLASS 1/2 INCH PG 70-28	16,724	TON	65.00	1,087,060.00	67.00	1,120,508.00	64.00	1,070,336.00	65.00	1,087,060.00
18	ASPHALT COST PRICE ADJUSTMENT	1	CALC.	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00
19	ESC LEAD	38	DAY	125.00	4,750.00	230.00	8,740.00	160.00	6,080.00	75.00	2,850.00
20	SEEDING, FERTILIZING, AND MULCHING	28	ACRE	1,350.00	37,800.00	1,260.00	35,280.00	1,200.00	33,600.00	1,300.00	36,400.00
21	BEAM GUARDRAIL TYPE 1	8,312.5	L.F.	16.75	139,234.38	17.50	145,468.75	17.20	142,975.00	18.50	153,781.25
22	BEAM GUARDRAIL FLARED TERMINAL	26	EA.	1,655.00	43,030.00	1,730.00	44,980.00	1,620.00	42,120.00	1,800.00	46,800.00
23	PAINT LINE	65,625	L.F.	0.12	7,875.00	0.15	9,843.75	0.12	7,875.00	0.11	7,218.75
24	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.		15,000.00	Lump Sum	60,000.00	Lump Sum	10,000.00	Lump Sum	30,000.00
25	SHORING INCLUDING HAUL SHORING OR EXTRA	3,637	C.Y.	7.00	25,459.00	3.90	14,184.30	10.00	36,370.00	7.50	27,277.50
26	EXCAVATION CLASS B INCLUDING HAUL	6,106	S.F.	2.75	16,956.50	0.85	5,241.10	2.00	12,332.00	0.25	1,541.50

PROJECT: CE 1778 CRP - CLODFELTER ROAD & CE 1838 CRP - LOCUST GROVE ROAD											
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	NORTH CENTRAL CONSTRUCTION, INC.		FOWLER GENERAL CONSTRUCTION, INC.		WILLIAMS CHARLES WEST		ENGINEER'S ESTIMATE	
				UNIT PRICE	BID AMOUNT	UNIT	BID AMOUNT	UNIT	BID AMOUNT	UNIT	BID AMOUNT
27	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	1,123	C.Y.	25.00	28,075.00	18.00	20,214.00	22.00	24,706.00	10.00	11,230.00
28	REMOVING AND RESETTING WIRE FENCE	575	L.F.	4.25	2,443.75	2.20	1,265.00	1.50	862.50	7.00	4,025.00
29	ROADSIDE CLEANUP		L.S.	Lump Sum	8,500.00	Lump Sum	10,000.00	Lump Sum	23,000.00	Lump Sum	5,000.00
30	TRIMMING AND CLEANUP		L.S.	Lump Sum	5,000.00	Lump Sum	16,000.00	Lump Sum	32,000.00	Lump Sum	1,000.00
31	MINOR CHANGE	1	CALC.	Calculated	2,500.00	Calculated	2,500.00	Calculated	2,500.00	Calculated	2,500.00
32	SPOCC PLAN		L.S.	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00
33	MAILBOX SUPPORT TYPE 2	3	EA.	500.00	1,500.00	235.00	705.00	270.00	810.00	500.00	1,500.00
<b>TOTAL BID</b>				<b>\$4,589,486.19</b>		<b>\$5,195,339.50</b>		<b>\$5,897,647.50</b>		<b>\$4,020,073.10</b>	

**RESOLUTION**

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF OLSEN BROTHERS RANCHES INC. FOR A FRANCHISE TO CONTINUE ELECTRICAL AND IRRIGATION SYSTEMS AND ALL FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Olsen Brothers Ranches Inc., has applied to continue a franchise for electrical and irrigation systems and all facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, July 11, 2011 at 9:30 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 6<sup>th</sup> day of June 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:lss

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>June 6, 2011</u>	Execute Contract	—	Consent Agenda
Subject:	Sheriff's TVGTF	Pass Resolution	<u>X</u>	Public Hearing
	Investigative	Pass Ordinance	—	1st Discussion
	Information	Pass Motion	—	2nd Discussion
	Revolving Fund	Other	—	Other
Prepared by:	J. Thompson			
Reviewed by:	<i>J. Thompson</i>			

### BACKGROUND INFORMATION

The Sheriff's Office currently has an investigative informant fund held at the Sheriff's Office in the amount of \$500 to be used on an as needed basis. The Detective assigned to the Tri-Cities Violent Gang Task Force cannot easily access the fund, which can be a hindrance to the investigations he conducts as part of the Tri-Cities Violent Gang Task Force (TVGTF).

The Sheriff's Office has determined that it would be best that the Detective assigned to TVGTF have access to funds to be used towards informant payments.

### SUMMARY

The Sheriff's Office has determined that there is a need for the Detective assigned to the Tri-Cities Violent Gang Task Force (TVGTF) to have readily access to funds for aiding investigations of violent gangs by creating a separate investigative informant fund in the amount of \$500.

The Detective assigned to the Tri-Cities Violent Gang Task Force would be the custodian of said fund and will be required to follow policy regarding the distribution of funds to informants, auditing of fund and proper replenishment.

### RECOMMENDATION

Approve the Sheriff's TVGTF Investigative Information Revolving Fund in the amount of \$500

### FISCAL IMPACT

- \$500.00 -  
0126-101 Sheriff Investigative Fund

### MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CREATING A CRIMINAL INVESTIGATIVE INFORMATION REVOLVING FUND TO BE USED BY THE DETECTIVE ASSIGNED TO THE TRI-CITIES VIOLENT GAND TASK FORCE IN THE AMOUNT OF \$500.

**WHEREAS**, the Sheriff's Office wishes to establish a revolving fund to be used for investigative information separate from the current investigative informant fund held at the Sheriff's Office; and

**WHEREAS**, the Sheriff's Office has determined that there is a need for the Detective assigned to the Tri-Cities Violent Gang Task Force (TVGTF) to have readily access to funds for aiding investigations of violent gangs; and

**WHEREAS**, the Sheriff's Office request a second Sheriff's Criminal Investigative Information Revolving Fund in the amount of \$500 to be used for payment of information required for criminal investigative work by the Detective assigned to the Tri-Cities Violent Gang Task Force; **NOW, THEREFORE,**

**BE IT RESOLVED** that the Sheriff's TVGTF Investigative Information Revolving Fund be established in the amount of \$500 for the payment of information required for criminal investigative work as part of the Tri-Cities Violent Gang Task Force; and

**BE IT FURTHER RESOLVED** that the Detective assigned to the Tri-Cities Violent Gang Task Force is the custodian of said fund.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>6/6/11</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Amendment for</u> <u>Olympic</u> <u>Security</u>	Pass Resolution	<u>X</u> _____	Public Hearing
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	<u>Jonathan</u> <u>Young / Keith</u> <u>Mercer</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other

5

**BACKGROUND INFORMATION**

Per resolutions 10-015 and 10-821, the county entered into a contract with Olympic Security to provide unarmed security guard services in 2010-2011. This contract specifically listed pay-rates for screening station guards (\$13.29/hr) and an account manager (\$18.30/hr). Since the signing of that contract, one of the screening station guards has been given the title of "Assistant Manager" and is now directly assisting the account manager in his duties particularly when he is away on vacation or sick leave. Because this position involves an increase in management related responsibilities, an increase in pay-rate for this position is desired (\$14.42/hr). The county's contract representative, Tim French, initiated this request.

**SUMMARY**

**RECOMMENDATION**

The COUNTY and the CONTRACTOR wish to amend the contract to increase the total amount payable to \$300,000 for the calendar years of 2010 and 2011 as well as the inclusion of the cost of a newly created Assistant Manger position.

**FISCAL IMPACT**

The Assistant Manager position will increase the Screening Guards pay by approximately \$1,566.93 for the remainder of the 2011 contract (May 1, 2011 through December 31, 2011).

The total amount payable for the entire contract (from January 1, 2010 through December 31, 2011) shall not exceed \$300,000.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND OLYMPIC SECURITY SERVICES, INC. FOR UNARMED SECURITY GUARD SERVICES FOR THE JAIL LOBBY AND JUSTICE CENTER LOCATED IN KENNEWICK, WA AND THE BENTON COUNTY COURTHOUSE LOCATED IN PROSSER, WA.

**WHEREAS**, Benton County and Olympic Security Services, Inc. entered into a contract for unarmed security guard services via Resolution 10-015; and

**WHEREAS**, the parties amended the initial contract and extended the duration of the contract through December 31, 2011 and increased the amount charged to Benton County for the Account Manager via Resolution 10-821; and

**WHEREAS**, Benton County and Olympic Security Services, Inc. wish to amend the contract again to increase the total amount payable and to include the cost of a newly created Assistant Manger position that was created due to the increase in management-related responsibilities for one of the screening station guards; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners hereby approve the attached Contract Amendment between Benton County and Olympic Security Services, Inc. and authorize the Chairman of the Board to sign the same; and

**BE IT FURTHER RESOLVED**, the maximum total amount payable by Benton County to Olympic Security Services, Inc. shall not exceed \$300,000.00 for the duration of the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig      Sheriffs Office  
cc:      Auditor, R. Ozuna, Olympic Security Services, Inc

Prepared by: D. Pettey

## CONTRACT AMENDMENT

**THIS CONTRACT AMENDMENT**, made and entered into this 18<sup>TH</sup> day of MAY, 2011 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and OLYMPIC SECURITY SERVICES, INC, hereinafter called "CONTRACTOR".

**WHEREAS**, per Resolution 10-015 the parties entered into a contract for 2010, whereby the contractor would provide unarmed security guard services in 2010 for the Benton County Jail and Justice Center in Kennewick and the Benton County Courthouse in Prosser, Washington operated by the County; and

**WHEREAS**, per Resolution 10-821 the parties amended the initial contract and extended the duration through the 2011 calendar year and increased the amount charged to the County for the Account Manager; and

**WHEREAS**, the COUNTY desires to increase the total amount payable to the CONTRACTOR to permit services to continue through the 2011 calendar year, and further desires an increased managerial presence when the Account Manager is away; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the contract to increase the total amount payable, and to include the cost of a newly created Assistant Manger position that was created due to the increase in management-related responsibilities for one of the screening station guards.

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

1. EXHIBIT B1: COSTS AND PAYMENTS shall be replaced with the attached document  
EXHIBIT B2: COSTS AND PAYMENTS
2. Section 5. COMPENSATION, Paragraph b. shall read as follows:
  - b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$300,000.
3. All other terms and conditions of the "CONTRACT" shall remain the same.

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

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

Date: 5/18/2011

**Benton County**

**Olympic Security Services, INC**

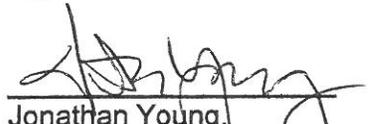
\_\_\_\_\_  
Chairman  
Benton County, Commissioner

  
Mark E. Vinson, President

Approved as to Content

  
\_\_\_\_\_  
Steve Keane  
Sheriff

Approved as to Form

  
\_\_\_\_\_  
Jonathan Young,  
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>June 6, 2011</u>	Execute Contract	_____	Consent Agenda
Subject:	Dishwasher	Pass Resolution	<u>  x  </u>	Public Hearing
	Purchase for	Pass Ordinance	_____	1st Discussion
	Jail	Pass Motion	_____	2nd Discussion
Prepared by:	David V. C.	Other	_____	Other
	Petty			
Reviewed by:	Jonathan			
	Young, Keith			
	Mercer			

**BACKGROUND INFORMATION**

The current dishwasher in the jail has been in use since 2003 and is in poor condition due to its continuous use over the years.

**SUMMARY**

Washington State Contract No. 03809 allows Smith & Green to sell and install commercial food service equipment and related products and supplies.

The Benton County Jail desires to replace the existing dishwasher in its facility with a new Hobart Space Saver Dishwasher Model #FT914S through Smith & Greene Company, Spokane, WA.

**RECOMMENDATION**

The Facilities Department recommends purchasing and installing the Hobart Space Saver Dishwasher Model #FT914S for the Benton County Jail off Washington State Contract No. 03809.

**FISCAL IMPACT**

\$153,102.63 to be paid out of the Jail Depreciation Fund. This project was included in the 2010 – 2015 Capital Improvement Plan and was budgeted for in the 2011 – 2012 Jail Depreciation Budget. Per the Agreement for use of Jail Facilities, the Cities have been notified of this project.

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE PURCHASE AND INSTALLATION OF A  
HOBART SPACE SAVER DISHWASHER MODEL #FT914S FROM SMITH & GREENE  
COMPANY OFF WASHINGTON STATE CONTRACT NO. 03809 FOR THE BENTON  
COUNTY JAIL, KENNEWICK, WASHINGTON**

**WHEREAS**, per Resolution 09-858 dated December 14, 2009 Benton County and the State of Washington, Department of General Administration, Office of State Procurement entered into an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

**WHEREAS**, Washington State Contract No. 03809 allows Smith & Green Company, Spokane, WA (license # SMITHG\*379QM) to sell and install commercial food service equipment and related products and supplies; and

**WHEREAS**, the Benton County Jail desires to replace the existing dishwasher in its facility with a new Hobart Space Saver Dishwasher Model #FT914S through Smith & Greene Company; and

**WHEREAS**, the Facilities Department recommends purchasing and installing the Hobart Space Saver Dishwasher Model #FT914S for the Benton County Jail off Washington State Contract No. 03809 from Smith & Greene Company; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Department recommendation and hereby authorizes the purchase and installation of one Hobart Space Saver Dishwasher Model #FT914S in the amount of \$153,102.63 including WSST with a total amount not to exceed \$153,500, inclusive of WSST from Smith & Greene Company, Spokane, WA off Washington State Contract No. 03809.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

# PURCHASE AGREEMENT

## Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. \_\_\_\_\_  
This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Smith & Greene Company

VENDOR CODE:

VENDOR CONTACT: Jim Lumper

VENDOR CONTACT PHONE: 800-694-6424

VENDOR PRINCIPAL PLACE OF BUSINESS: 915 West 2<sup>nd</sup> Ave., Suite 2, Spokane WA 99201

SHIP TO:  
Benton County Jail  
7122 W. Okanogan Pl. Bldg B  
Kennewick, WA 99336

BILL TO:  
Benton County Facilities  
7122 W. Okanogan Pl.  
Kennewick, WA 99336

**AGREEMENT:**

In exchange for the consideration identified herein, the Vendor agrees to sell the following equipment to Benton County under the terms described within State of Washington Contract No. 03809.

P.O. DATE:

Delivery Date:

Line	Model	Description	Quantity	Unit Price	Total Price
1	Hobart #FT914S	Hobart Space Saver 14' Flight Type Continuous Racking Automatic Conveyor Dishwasher.	1	\$111,913.00	\$111,913.00
2		Installation Fee	1	\$29,456.00	\$29,456.00

The term of this Agreement shall be \_\_\_\_\_ months:  
Beg:     /     /     through:     /     /

SUB TOTAL =	\$141,369.00
% SALES TAX =	\$11,733.63
TOTAL ORDER =	\$153,102.63

This Lease Agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 03809 (copy attached hereto as Exhibit A).

Vendor's signature on this Lease Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:  
1. The State of Washington Contract No. 03809  
2. This Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Benton County Facilities Rep: Dean Docken

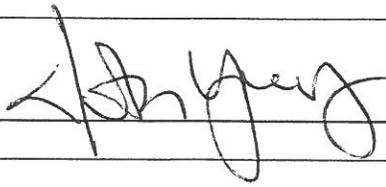
Title:

Address: 7122 W. Okanogan Pl.  
Kennewick, WA 99336

Phone: (509) 735-6555

Fax: (     )

Approved as to Form  
(Civil Deputy Prosecutor)



Vendor Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_

Constituting the Board  
of County Commissioners  
of Benton County (Clerk): \_\_\_\_\_

u

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>6/06/2011</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Jail Usage Contract</u>	Pass Resolution	_____	Public Hearing
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	<u>J. Young DPA</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office started to actively look for jail usage contracts after receiving notification that the City of Olympia decision not to house their inmates at the Benton County jail during the 2011 calendar year.

**SUMMARY**

Thurston County is requesting a minimum of 5 beds per day with the possibility of more for the remainder of 2011. The Thurston County Inmates will be picked up as part of the SCORE transports to eliminate any additional transport costs.

It was agreed to house, as many inmates Thurston County needed within the capacity and classification guidelines of the Benton County Jail.

On May 10, 2011, Thurston County Board of County Commissioners authorized the Thurston County Sheriff sign the agreement for jail space with Benton County. The minutes of that meeting are attached to each copy of the agreement per Ryan Brown, Chief DPA.

**RECOMMENDATION**

To approve the attached agreement between Benton County and Thurston County for jail bed space at the Benton County Jail.

**FISCAL IMPACT**

Projected revenue of: \$70,620

(5 bed days at \$66.00 for 214 days)

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND THURSTON COUNTY FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER**

**WHEREAS**, Benton County and the Thurston County wish to enter into an agreement for jail bed space at the Benton County Jail; and

**WHEREAS**, the cost per bed day is set at \$66.00 per day; and

**WHEREAS**, the Benton County Sheriff has reviewed the agreement and recommends approval of the attached agreement; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington, hereby approves and is authorized to sign the attached agreement between Benton County and Thurston County for the use of the Benton County jail facilities by the Thurston County for the period of June 6, 2011 through December 31, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

## AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington hereinafter "County"), and the County of Thurston, a municipal corporation under the laws of the State of Washington/political subdivision of the State of Washington (hereinafter "Contract Agency").

### RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

### AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

**1. PURPOSE:** It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington 99336. Such use shall be solely for the purpose of incarcerating inmates otherwise subject to incarceration at Contract Agency's jail facilities and shall be further subject to all terms and conditions contained herein.

**2. MAILING AND CONTACT ADDRESS:** All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 06 Jun 2011</b> <b>Subject: Klickitat Lead Entity</b> <b>Memo Date: 30 May 2011</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

## SUMMARY & BACKGROUND

For consideration is expansion of the existing "Klickitat Lead Entity" so that it would include all or part of Water Resource Inventory Area #31 (WRIA 31).

This proposal can be a little bit confusing because it mixes two different efforts – watershed planning, and salmon recovery.

### Watershed Planning

Over the years, Benton County has been involved in two different watershed planning efforts under the state-directed program – one for the Yakima Basin (WRIAs 37, 38, and 39) and one for the "Rock-Glade Basin" (WRIA 31). WRIA 31 extends across southern Benton and eastern Klickitat Counties, and bleeds over into a little bit of Yakima County. Benton County has worked with Klickitat County on developing a watershed plan for this basin, and now implementing it. Adam is Chair of the Planning Advisory Committee for WRIA 31, and Klickitat County is the administrator of the program.

### Salmon Recovery

Separate from watershed planning, Benton County has been involved with partners in the Yakima Basin on building and implementing various recovery plans related to salmon, steelhead, and other fisheries. Our involvement in this is through the Yakima Basin Fish and Wildlife Recovery Board (YBFWRB). Commissioner Bowman is a member and past Chair of this group. YBFWRB is what is known as a "lead entity" – they are recognized by the state as the organization that coordinates, administers, applies for, and/or supports grants for many different kinds of projects in the basin that will help fish and wildlife.

One of the attached sheets shows maps of each of what is described above.

### Current Situation

As stated above and shown on the map, there is a lead entity for the part of Benton County that lies within the Yakima Basin but there is no lead entity representing the South County below the Horse Heaven Crest (WRIA 31). This area is very dry, has no major river, and few if any perennial streams of any consequence. While there is no lead entity for fisheries recovery, there is a watershed plan for water resources, but the watershed plan is more about water quantity and quality and less about fisheries. Meanwhile, farther to the west is the "Klickitat Lead Entity", which is overseen by Klickitat County and is the lead entity for the Klickitat (WRIA 30) and White Salmon (WRIA 29b) basins.

### Proposal

Last summer, the Yakama Nation proposed extending the existing Klickitat Lead Entity (KLE) to include all of the area of WRIA 31, which currently has no lead entity. While there may not be many opportunities for fisheries enhancement in the "Rock-Glade Basin", the Nation suggested that it would be better to have a lead entity than to not have one at all. As stated in their attached letter, the Nation does think there is some potential for steelhead productivity in WRIA 31.

The Governor's Salmon Recovery Office (GSRO) oversees and coordinates the lead entities for the state. In my conversations with the GSRO representative it is my read that the GSRO is generally supportive of the Nation's proposal but doesn't have strong opinions one way or the other on the matter. Attached are also two letters from the Klickitat County Board of Commissioners – one addressed to the GSRO and one addressed to Benton County. Klickitat County supports expansion of the KLE. Their letter to Benton County from this past March does a better job than I could of laying-out how the KLE is and would be administered if expanded.

While the YBFWRB (the Yakima Basin lead entity) has no involvement in the Klickitat, White Salmon, or Rock-Glad basins, I did recently ask how the YBFWRB would feel about this proposal and it was the consensus of the Board and staff that this could be a good thing for the WRIA 31 area and for salmon, and they saw no problems or issues with it.

Finally, the WRIA 31 Planning Advisory Committee discussed the proposal at its last meeting in 2010 and saw no conflicts with the proposal, while instead conjecturing that there may be enhanced opportunities to team-up with the KLE to get funding for projects that would support the habitat elements of the watershed plan.

## **SUMMARY AND CONCLUSIONS**

- The area of WRIA 31 in Benton, Klickitat, and Yakima Counties currently has no lead entity for salmon recovery efforts.
- Having a lead entity enables the area covered to be eligible for state and certain federal project funding.
- The Yakama Nation has proposed closing this hole, and expanding the existing Klickitat Lead Entity to include all of WRIA 31. Klickitat County, the GSRO, and the WRIA 31 Planning Advisory Committee support the proposal.

Staff's assessment of the proposal is that it makes sense. There probably are not going to be many opportunities for projects in the eastern, Benton County portion of WRIA 31; but there might be some things that can be done in the wetter, western, Klickitat County portion of the basin. Benton County interests will have proper representation on the reconfigured lead entity board; and having worked with Klickitat County on WRIA 31 watershed planning for nearly a decade now, I can attest to the forthright, collegial, and well-informed working relationship that I have had (specifically with Dave McClure). Benton County loses nothing by joining the Klickitat Lead Entity, and might stand to gain down the line.

A draft letter of support is attached for consideration along with a resolution.

## **FISCAL IMPACT**

None.

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXPANSION OF THE KLICKITAT LEAD ENTITY

**WHEREAS**, qualified organizations, government entities, or agencies can be designated as "lead entities" under the State of Washington's Salmon Recovery Act (RCW 77.85) for the purposes of applying for and receiving grants from the State for projects and programs targeting the restoration of healthy salmonid fisheries; and,

**WHEREAS**, no "lead entity" currently exists for the portions of Benton, Klickitat, and Yakima counties that lie south of the crest of the Horse Heaven Hills; and area sometimes referred to as the "Rock-Glade Basin" and co-terminus with the boundaries of Water Resource Inventory Area 31 (WRIA 31), as defined by the State's watershed planning process (RCW ); and,

**WHEREAS**, it has been proposed that the existing "Klickitat Lead Entity", which currently operates as the recognized "lead entity" in the Klickitat and White Salmon river basins, could be expanded to include all of the geographic area of the now unrepresented Rock-Glade/WRIA 31 area; and,

**WHEREAS**, Benton County believes inclusion of the Rock-Glade/WRIA 31 area within a "lead entity" would improve opportunities for viable and beneficial fisheries enhancement projects to occur in the creeks, wetland, and shoreline areas within this basin; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Benton County Board of Commissioners that Benton County supports inclusion of the Benton County portions of the area known as the Rock-Glade/WRIA 31 basin into the Klickitat Lead Entity; with the change coming into affect upon the agreement of all parties, a reconfiguration of the Klickitat Lead Entity's governing board to account for proper representation of the new areas, and formal recognition by the State of Washington. A letter of support will be transmitted by Benton County to the State's Governor's Salmon Recovery Office to this affect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Auditor, Prosecutor (Ozuna),  
Governor's Salmon Recovery Office, Klickitat County Board of Commissioners

Prepared by: A.J. Fyall

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 06 June 2011</b> <b>Subject: ADO designation</b> <b>Memo Date: 23 May 2011</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

### **SUMMARY & BACKGROUND**

Every two years, the County is to designate an "Associate Development Organization" (ADO) as discussed in the attached paperwork from the Department of Commerce. That time has arrived again.

The Tri-Cities Development Council (TRIDEC) has been Benton County's ADO for many years. Staff sees no reason to change this situation, and no other organization has presented interest or credentials to support considering a change.

Attached is a resolution confirming the designation of TRIDEC as the ADO, and the simple form to be signed by the Chairman and sent back to Commerce.

### **FISCAL IMPACT**

None.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF DESIGNATION OF AN ASSOCIATE DEVELOPMENT ORGANIZATION

**WHEREAS**, for each biennium, the Washington Department of Commerce contracts with an organization in each county to address and promote matters of economic and community development at the local level such as tourism, small business growth, infrastructure development, and other matters; and,

**WHEREAS**, such organizations are known as "Associate Development Organizations" (ADOs) and must be designated and affirmed by each county government; and,

**WHEREAS**, the Tri-Cities Development Council is and has been Benton County's ADO for several years, has performed to expectations this capacity, and has built excellent relationships with the County, with the State, and throughout the community; **NOW THEREFORE**

**BE IT RESOLVED**, that the Board of Commissioners affirms and designates the Tri-Cities Development Council as the "Associate Development Organization" for Benton County, to coordinate economic development services for the County by contract with the Washington State Department of Commerce, consistent with statutory requirements detailed in RCW 43.330.080.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

cc: Auditor, Prosecutor (Ozuna), Sustainable Development  
Board of Commissioners  
Tri-Cities Development Council  
Washington Department of Commerce

Prepared by: AJ Fyall

Steven W. Becken  
Public Works Manager

Malcolm Bowie  
County Engineer

# Benton County

## Department of Public Works

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

9:05

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

June 1, 2011

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: Cascade Natural Gas Corporation

Commissioners:

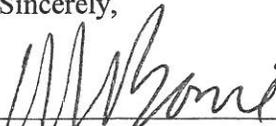
Cascade Natural Gas Corporation has filed a petition to continue a nonexclusive franchise for natural gas distribution system and all facilities within all of unincorporated Benton County road right of way.

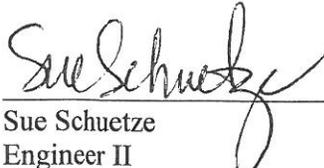
This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

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

If you have any questions, please contact this office.

Sincerely,

  
\_\_\_\_\_  
Malcolm Bowie  
County Engineer

  
\_\_\_\_\_  
Sue Schuetze  
Engineer II

Steven W. Becken  
Public Works Manager

Malcolm Bowie  
County Engineer

9:10  
**Benton County**  
Department of Public Works

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

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

June 1, 2011

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: Col Solare LLP

Commissioners:

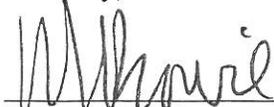
Col Solare LLP has filed a petition to continue a nonexclusive franchise for an irrigation system and all facilities within all of unincorporated Benton County road right of way.

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

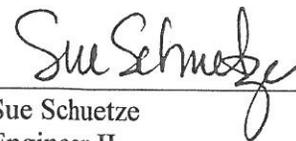
1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities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

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie  
County Engineer



Sue Schuetze  
Engineer II

Steven W. Becken  
Public Works Manager

Malcolm Bowie  
County Engineer

9:15  
Area Code 509  
Prosser 786-5611  
Tri-Cities 736-3084  
Ext. 5664  
Fax 786-5627

# Benton County

## Department of Public Works

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

June 1, 2011

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: Antonio Herмосillo

Commissioners:

Antonio Herмосillo has filed a petition to continue a nonexclusive franchise for irrigation system and all facilities within all of unincorporated Benton County road right of way.

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

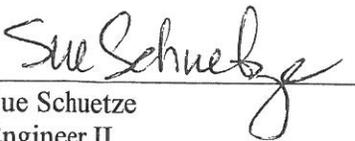
1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities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

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie  
County Engineer



Sue Schuetze  
Engineer II

9:20

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	06/06/11	Execute Contract	_____	Consent Agenda
Subject:	Supplemental Request	Pass Resolution	XXX	Public Hearing
Prepared by:	Marilu Flores	Pass Ordinance	_____	1st Discussion
Reviewed by:	L Smith Kelty	Pass Motion	_____	2nd Discussion
		Other	_____	Other

**BACKGROUND INFORMATION**

The Benton County Sheriff has come before the Board to request a supplement for the creation of a Gang Task Force in the amount of \$764,427. Commissioner staff presented an analysis outlining anticipated costs and potential funding sources associated with approving this request. This supplement would fund salaries, benefits, insurance, operations, computer hardware and software and vehicle purchases.

**SUMMARY**

The Board of Commissioners approved the Sheriff's request for public hearing after reviewing a cost analysis presented by staff. Advertisement was done on May 29 and June 5, 2011.

**RECOMMENDATION**

**FISCAL IMPACT**

The 2011-2012 fiscal impact to the General Fund is \$764,427. On December 1, 2011 the 2001 Bonds will mature and the County can call for prior redemption, with no penalty, all or any portion of the remaining bonds by giving notice not more than 60 days or less than 30 days. After calling these outstanding bonds, there will be \$756,427 remaining as one-time funds to operate the Gang Task Force for the remainder of the 2011 and 2012 biennium. Also, \$8,000 in funds from the Buffer Zone Grant will be used to offset setup costs. After 2012, it is expected that the 3<sup>rd</sup> floor jail net profit from outside contracts will be used to continue the Gang Task Force operations.

**MOTION**

That the Commissioners approve the Sheriff's request for a supplemental appropriation to the 2011 & 2012 biennium budget in the amount of \$764,427 for the creation of the Gang Task Force.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2011 AND 2012 CURRENT EXPENSE FUND NO. 0000-101, DEPT. 121, BIENNIUM BUDGET IN THE AMOUNT OF \$764,427**

**WHEREAS**, the Benton County Sheriff has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 121, in the amount of \$764,427 for the creation of the Gang Task Force; and

**WHEREAS**, a public hearing was held on Monday, June 6, 2011, at 9:20 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners that a supplemental appropriation to the 2011 & 2012 Biennium Current Expense Fund No. 0000-101, Dept. 121, in the amount of \$764,427 be approved per the attached request.

Dated this ..... day of ....., 2011

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Commissioner's Date Stamp:

**TRANSMITTAL  
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Current Expense</b>	Fund Number: <b>0000-101</b>
Dept Name: <b>Sheriff Patrol</b>	Dept Number: <b>121</b>

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
521.231.1955	Sergeant	128,751	128,751
521.231.1802	Deputy	95,875	95,875
521.231.1949	Deputy	94,015	94,015
521.231.1954	Deputy	84,704	84,704
521.231.1925	Overtime	5,617	5,617
521.231.1927	Overtime Grant Related	4,000	4,000
521.231.1935	Holiday	25,694	25,694
521.231.2102	Social Security	33,557	33,557
521.231.2103	Medical Insurance	62,590	62,590
521.231.2104	Retirement	22,986	22,986
521.231.2105	Uniforms and Accessories	12,426	12,426
521.231.2106	Uniform Laundry	917	917
521.231.3101	Fuel	40,950	40,950
521.231.5119	EDC-800 MHZ User Fees	1,820	1,820
521.231.9601	Insurance Management	9,600	9,600
521.231.9602	Workers' Compensation	6,780	6,780
521.231.9908	Accumulated Leave	7,059	7,059
521.231.9305	Computer Hardware and Software	12,600	12,600
521.231.6410	Capital Outlay - Vehicles	114,486	114,486
<b>Total Supplement</b>		<b>\$764,427</b>	

Revenue		
Fund Number	Item Name	Amount
	Transfer-In from Fund 0299101	756,427
	Buffer Zone Grant	8,000
<b>Total Revenue</b>		<b>\$764,427</b>

**Basis for Supplement:**  
 The Gang Task Force supplemental is based on a presentation by the Sheriff on February 28, 2011, followed up by Board request on May 6, 2011 to present a supplemental budget for approval for public hearing. The assumptions for this supplemental are attached. Also the Sheriff's Department has applied for the Buffer Zone Grant in which \$8,000 of the \$12,426 will be used for 2011 uniform and accessories type purchase startup costs.

**Review Comments**

Commissioners: \_\_\_\_\_

\_\_\_\_\_

Auditor's Office: \_\_\_\_\_

\_\_\_\_\_

**Commissioners**

*Leo M. Boyer*  
 CHAIRMAN

*[Signature]*  
 COMMISSIONER

*[Signature]*  
 COMMISSIONER

Approved for Hearing

Denied

## Gang Task Force Analysis

	Salaries & Wages	2011	2012	Total
1	Sergeant	46,619	82,132	128,751
2	Deputy (3)	30,925	64,951	95,875
2	Deputy (3)	30,324	63,691	94,015
2	Deputy (5A)	27,025	57,679	84,704
	Social Security	11,486	22,071	33,557
3	Medical	20,216	42,374	62,590
	Retirement	7,867	15,118	22,986
	Accumulated Leave	2,361	4,698	7,059
4	Overtime	1,817	3,800	5,617
	Overtime Grant Related	4,000	-	4,000
	Holiday Pay	9,432	16,262	25,694
	<b>Total</b>	<b>192,072</b>	<b>372,776</b>	<b>564,848</b>

	On-Going Operations	2011	2012	Total
5	Vehicle Fuel	13,650	27,300	40,950
	Uniform Laundry	297	620	917
6	Uniform & Accessories	9,426	3,000	12,426
7	EDC-800 MHZ User Fees	607	1,213	1,820
8	Insurance Mgt	-	9,600	9,600
8	Workers Comp	-	6,780	6,780
	<b>Total</b>	<b>23,980</b>	<b>48,513</b>	<b>72,493</b>

	One-Time Purchases	
9	Three Vehicles	78,030
10	Outfitting Vehicles	36,457
	Laptop Computers (3)	12,600
	<b>Total</b>	<b>127,087</b>

	2011	2012	Total
<b>Grand Total</b>	<b>343,138</b>	<b>421,289</b>	<b>764,427</b>

	Potential Funding Source	2011	2012	Total
	Jail Net Income	439,848	83,056	522,904
	County Local Jail %	65.75%	65.75%	65.75%
11	<b>County Net Income Portion</b>	<b>289,200</b>	<b>54,609</b>	<b>343,809</b>

### Notes

1	Sergeant 1 position starting 6-1-11. Salary includes a 1% education bonus plus longevity pay.
2	Three new deputies. 1) Grade 3 with 1% education and 2% bilingual bonus starting 7-1-11. 2) Grade 3 with 1% education bonus starting 7-1-11. 3) Entry level deputy that has not completed the academy with a 1% education bonus and 2% bilingual bonus starting 7-1-11 with the assumption of a step increase in six months for completing the academy. Longevity pay was included after 12 months of service for all three deputies.
3	The 2011 medical insurance was calculated using the current contribution rate. The 2012 medical insurance was calculated with a 10% increase to the 2011 rate.
4	Overtime was calculated by dividing the Hanford Patrol overtime budget by seven to come up with an average overtime amount for two years.
5	Vehicle fuel was calculated by estimating 875 miles driven per week per vehicle and averaging 20 mpg at \$4.00 per gallon.
6	Uniform & Accessories is calculated at \$750 per person per year. However, in 2011 an additional \$8,000 will be used from the Buffer Zone Grant to help offset the cost of purchasing uniforms, belts, gun, vest, and etc. for the new deputies.
7	Estimated EDC User Fees (\$1,213 per year).
8	Insurance Mgt and Workers Comp were estimated from Department 121 Hanford Patrol section. Assessment charges are based on hours worked from the previous year.
9	Vehicle costs were calculated using the 2011 State Contract amount for the Ford Interceptor.
10	Estimated cost of outfitting each vehicle is \$12,152.
11	Benton County's portion of the 2010 net income was \$325,073. The 2011 figures are based off of budgeted numbers, which include the SCORE contract. The 2012 figures are based off budgeted figures with the assumption that the bed day rate calculation remains the same in 2012 (local contract expires 12-31-2011). DOC's rate was increased by 5% and no additional contracts (only USM and DOC).

## NOTICE OF HEARING

NOTICE IS HEREBY GIVEN: That the Board of Benton County Commissioners has before it a supplemental appropriation to the 2011 - 2012 Biennium Budget. Said supplement is listed as follows:

1. Current Expense Fund No. 0000-101, Dept. 121, for \$764,427 to cover the request from the Benton County Sheriff to create the Gang Task Force to include salaries; benefits and insurance; computer hardware and vehicle purchases

NOTICE IS FURTHER GIVEN: That a hearing will be conducted on Monday, June 6, 2011, at 9:20 AM, in the Commissioners' Board Room, Benton County Courthouse, Prosser, Washington, at which time any person may appear and be heard either for or against the proposed supplemental appropriation.

DATED at Prosser, Washington, this 24th of May, 2011

By Marilu Flores, Administrative Secretary

E-mailed to TCH & posted 05/24/11

Publish 05/29/11 & 06/05/11

9:30 am

WA State Auditor's Office  
Entrance Conference – Lisa Noland

10:00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>June 3, 2011</u>	Execute Contract	_____	Consent Agenda
Subject: <u>IT Strategic Plan</u>	Pass Resolution	_____	Public Hearing
Prepared by: <u>Teri Holmes</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>Loretta Smith-Kelty</u>	Pass Motion	_____	2nd Discussion
	Other	<u>X</u>	Other
			<u>X</u>

**BACKGROUND INFORMATION**

In November of 2010, Benton County engaged the consulting services of Pacific Technologies, Inc. (PTI) to facilitate the creation of an IT strategic plan and evaluate our current information technology infrastructure. PTI specializes in technology planning and related implementation services for local government.

Their initial work focused on identifying issues and impacts related to the evaluation of the County's current IT governance, service delivery, applications, and infrastructure.

Pacific Technologies' approach allowed a variety of opportunities for input from County end users, technical staff and senior leadership through one-on-one interviews, focus groups, and application reviews.

The strategic plan prepared by PTI includes an implementation plan, including definition of recommended projects, high-level one-time and recurring cost estimates for each project (valid for budgeting) and a recommended project schedule, spanning a five-year timeframe.

**SUMMARY**

Benton County, WA Information Technology Strategic Plan, Final Presentation by Mike Silverman of Pacific Technologies.

**RECOMMENDATION**

**FISCAL IMPACT**

**MOTION**