

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



To view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, November 15, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ November 8, 2011

Review Agenda

Consent Agenda

Central Services

- a. Amending Resolution 11-339 re Purchase From Cross Match Technologies
- b. Authorization for Request for Proposal for Expanding Storage Area Network
- c. Line Item Transfer, Fund No. 0502-101, Dept. 000

Commissioners

- d. Letter to BF Health District
- e. Amended and Restated Interlocal Agreement for Benton County Emergency Services

District Court

- f. Interagency Agreement, #IAA12159, w/St of WA Administrative Office of the Courts

Facilities

- g. Contract w/System Solutions for Superior Court Sound Systems Upgrade

Human Services

- h. Reappointment of T Atwood to the Substance Abuse Administrative Board
- i. Agreement, #PSA-2011/12-Shelter Plus Care, w/Lady of Lourdes Hospital
- j. Agreement, #11/12-DD-SA-00, w/Service Alternatives, Inc
- k. Agreement, #11/12-DD-CDC-00, w/Children's Developmental Center

Public Works

- l. Contract w/Riggle Plumbing, Inc. to Re-Route Air Lines @ Maintenance Shop
- m. Line Item Transfer, Fund No. 0501-101, Dept. 650
- n. Contract w/HDR Engineering for Feasibility Study

Sheriff

- o. Rescinding Resolution 11-568 & Amending Resolution 11-126 Re Dynamic Laundry Contract
- p. Notice of Completion for Installation of Jail Dishwasher
- q. Contract w/Rell's Fire Protection, Inc. for Dishwasher Hood System Cleaning

Workforce Development

- r. Youth Service Provider Contract w/Career Path Services Employment & Training

s. Adult Service Provider Contract w/Career Path Services Employment & Training

t. Dislocated Worker Provider Contract w/Career Path Services Employment & Training

9:05 AM Scheduled Business:

Lourdes Health Network Critical Access Designation Support Request – John Serle

Gang Team Update – Sheriff Keane

Benton County Mosquito District Discussion – S Becken

Executive Session

Union Negotiations – D Sparks & S Hallstrom

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, November 8, 2011, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Leo Bowman
Commissioner James Beaver
Commissioner Shon Small
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Judge Cameron Mitchell; Superior Court Administrator Pat Austin; Sharon Paradis, Juvenile Administrator; PA Andy Miller; Central Services Manager Randy Reid; District Court Administrator Jacki Lahtinen; Auditor Brenda Chilton; County Engineer Malcolm Bowie; Bryan Thorp and Larry Moser, Public Works; Nick Kooiker and Erhiza Rivera, Treasurer's Office.

Approval of Minutes

The Minutes of November 1, 2011 were approved.

Consent Agenda

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

Commissioners

- a. Disbursement Agreement w/Port of Benton for Use of Distressed County Tax Credit Funds

Facilities

- b. Contract Amendment w/Fire Systems West, Inc. for Fire Alarm Inspections

Fairgrounds

- c. Agreement w/Tri-Cities Detachment of the Marine Corps League

Human Services

- d. Agreement, #11/12-DD-ECS-00, w/EnTrust Community Services for Disability Services
- e. Agreement, #11/12-DD-CI-00, w/Columbia Industries for Disability Services
- f. Surplus of Personal Property

- g. Grant Agreement, #2060-2011-HACPFPC w/Housing Authority of the City of Pasco & Franklin County
- h. Agreement, #PSA-2011/12-Shelter Plus Care-CFCS-00, w/Catholic Family & Child Srves
- i. Agreement, #2011/2013-HEN-BFCAC, w/Benton Franklin Community Action Committee
- j. Agreement, #1163-38493, w/DSHS Division of Behavioral Health and Recovery

Public Works

- k. Bid Date Authorization for Purchase of Diesel Powered Truck Cab
- l. Purchase Authorization from Rebuilding & Hardfacing, Inc. for Snowplow Carbide Cutting Edges
- m. Purchase Authorization from Western States Equipment Company for Grader Blade Cutting Edges

Sheriff

- n. Contract Amendment w/Bergstrom Aircraft, Inc for Maintenance Repair & Pilot Services
- o. Contract Amendment w/Johnny David Allstead for Inmate Barber Services
- p. Contract w/Nixon's Marine, Inc. for Boat Repair and Maintenance
- q. Purchase Authorization w/Yacht Masters for FLIR M-625L Thermal Imaging System
- r. Purchase Authorization from Columbia Ford Mercury Lincoln for Vehicle

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

Continued Public Hearing –Kennewick Irrigation District Vacation Request

Steve Becken said that KID had requested a continuation of the public hearing until November 15 or November 22, however, his office had not changed its position.

MOTION: Commissioner Beaver moved to continue the public hearing until 9:05 a.m. on November 22, 2011. Commissioner Small seconded and upon vote, the motion carried.

Drug Court/Judicial Request

Pat Austin presented the proposed Adult Drug Court costs and said that Franklin County had approved funding for 2012. She said they were looking at a reduction in costs and increased participant fees for a total of \$79,001 (BC at \$57,552 and FC at \$21,449) to fund a 30 person Adult Drug Court.

Sharon Paradis said that Franklin County had not included the Juvenile Drug Court in their 2012 Budget and that Benton County costs for a 2012 12-person Juvenile Drug Court was \$88,969.

Kennewick Chief Ken Hohenberg said he personally had seen the benefits and had a passion for both drug courts. He said that Kennewick provided a law enforcement representative for the drug court program and that Kennewick had reaffirmed its support for both drug courts.

Pat Austin said there was a 75% success rate and a minimal amount of those actually re-offended and returned to their prior lifestyle.

Andy Miller said they all understood Benton County was facing a difficult fiscal situation and with the approval of the gang task force a full-time prosecuting attorney was needed in his office, but he was not asking for one. However, he was asking that drug court be considered and that it not be penalized because it was a bi-county issue. He said that Franklin County had agreed to fund the program in 2012 and there was no other program in Benton County with as much demonstrated community support. He presented a letter from Sharefest expressing their support and said he felt the County had an obligation to the community because they had put money into the program. He said that he was personally passionate about the issue and that if drug court were cut in 2012, it would affect future budgets. He requested it be addressed like all other programs on a two-year budget and be funded for 2012.

Commissioner Small said he had been a part of the CASA program and involved and supportive of drug court. He said he supported drug court and wanted to say yes to 2012 funding but the County was having major funding problems and it needed to start winding down adult drug court. He said he wanted to look at ways to fund Juvenile Drug Court and focus resources on juvenile programs.

Commissioner Beaver said that 80% of the budget was criminal justice and he was encouraged that the team talking about how that 80% was impacted and how they could make a difference. He said he appreciated the analysis and commitment and wanted to make a difference and was very appreciative that Franklin County had made a commitment. He said he would get with the County Administrator to try and work out some solutions and wanted to see the programs continue and get through this wave of financial uncertainty.

Chairman Bowman asked if there were any efforts for continued community financial support from the community. Mr. Miller said that Circle of Hope was still raising money and it could be a vehicle for the future. Chairman Bowman said the policy of the Board had always been that if a grant went away, the program went away, unless they could find it was a higher priority. He asked if there was something else the County could stop doing to fund the program. He said he was a big supporter of drug court since the beginning and the Board would have to look at alternatives.

Judicial Position

Ms. Austin said the State Administrative Office of the Court had determined Benton County's judicial need to be 10.12 and they were currently at 8.50. She said they were requesting support through the legislative process to approve an additional judicial officer to allow funding to be approved at a later date with a sunset clause of 2015. She indicated it would take two to three years to get through the legislative process and the funding would be up to the county when it was able to fund.

Judge Mitchell said they were well aware of the financial situation and realized it could not be funded in the near future but were just asking to start the process so if the money became available they wouldn't have to wait an additional 2-3 years from that time.

MOTION: Commissioner Beaver moved to approve a public hearing to discuss and vote on information provided with regard to support for the additional judicial position and funding for 2012 Adult Drug Court and 2012 Juvenile Drug Court. Commissioner Small seconded.

Discussion

Commissioner Beaver asked why it would be a supplement. Ms. Austin said that it was only funded for 2011. Mr. Sparks added that the Board made the decision to fund for 2011 and evaluate the program for 2012. He said it could be done before the end of the year once the paperwork was submitted.

Commissioner Beaver said he was not a fan of supplements and Commissioner Small said he agreed. Upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:58 a.m.

One-Year Road Program

Malcolm Bowie, Steve Becken, and Larry Moser presented the One-Year Road Program. Mr. Moser said it was pretty much the same as last year but there would be a few changes once the taxes were certified on November 22, 2011. He stated that it was based on no increase in property taxes with only an increase in new construction. He said a lot was carryover from last year because a majority of the construction projects were grant funded (nothing spent, nothing gained) because they had to complete the projects to get the money.

The Board briefly reviewed the expenditures including operations, construction, purchases, and reimburseables and revenues including grants/matching funds and operations.

Mr. Bowie said the program could be adopted by consent agenda.

Drug Court - Continued

Mr. Sparks said he talked with Keith Mercer and the funding could be approved with a line item transfer instead of a supplement.

Unscheduled Visitors

Ryan Brown proposed the Board authorize elimination of duplicate legal review of bi-county Human Services contracts in an effort to expedite contract approvals and make more efficient use of resources. He said they currently had a similar process with Juvenile contracts and would propose breaking up the work at 25% Franklin County and 75% Benton County.

The Board stated that if Mr. Brown was comfortable with the process then to move forward.

Commissioner Assignment Update

BCES Agreement

Commissioner Small said that Ryan Brown had approved the latest draft of the interlocal agreement and he wanted to say at the next meeting that Benton County was ready to move forward. Chairman Bowman said he still had concerns with the PUD participation but was ready to have it move forward. Commissioner Beaver agreed.

GCBH

Commissioner Small said they were looking at a 15-20% reduction and they would be making adjustments as needed.

Elected Leaders Reception

Commissioner Beaver reported on his attendance at the reception and also said that Lourdes Network was asking for a letter of support regarding their critical access hospital designation and proposed federal cutbacks. Mr. Sparks said they had requested to come before the Board on the 15th.

Budget Issues

Commissioner Small said he talked with Eric Johnson and the common theme across the counties was that programs were not cut quick enough or deep enough. He said he wanted to give direction regarding hiring freezes.

Commissioner Beaver said they were having those discussions internally and Melina was working on that issue.

Canvassing Board/Meeting Cancellation

Chairman Bowman said there was a Canvassing Board on the 29th and he had another obligation so wondered whether the Board should cancel the meeting and if another board member could attend the canvassing board. Commissioner Beaver recommended the Board cancel the meeting and that he would attend the canvassing board. The Board agreed.

DNR Letter

The Board discussed a letter from DNR regarding selling land to the Richland School District. Mr. Shuttleworth said the County did not need to take any action and he would respond with “no comment”.

Vouchers

Check Date: 11/04/2011
Warrant #: 44808-45000
Taxes #: 050211111
Total all funds: \$703,204.001

Check Date: 11/04/2011
Warrant #: 233151-233263
Direct Deposit #: 68546-69141
Total all funds: \$2,058,400.80

Check Date: 11/04/2011
Payroll Deductions
Taxes #: 10111111-10111113
Warrant #: 45001-45024
Total all funds: \$1,855,461.10

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

Resolutions

- 11-696 Disbursement Agreement w/Port of Benton for Use of Distressed County Tax Credit Funds
- 11-697 Contract Amendment w/Fire Systems West, Inc. for Fire Alarm Inspections
- 11-698 Agreement w/Tri-Cities Detachment of the Marine Corps League
- 11-699 Agreement, #11/12-DD-ECS-00, w/EnTrust Community Services for Disability Services
- 11-700 Agreement, #11/12-DD-CI-00, w/Columbia Industries for Disability Services
- 11-701 Surplus of Personal Property
- 11-702 Grant Agreement, #2060-2011-HACPFC w/Housing Authority of the City of Pasco & Franklin County
- 11-703 Agreement, #PSA-2011/12-Shelter Plus Care-CFCS-00, w/Catholic Family & Child Srvc
- 11-704 Agreement, #2011/2013-HEN-BFCAC, w/Benton Franklin Community Action Committee
- 11-705 Agreement, #1163-38493, w/DSHS Division of Behavioral Health and Recovery
- 11-706 Bid Date Authorization for Purchase of Diesel Powered Truck Cab
- 11-707 Purchase Authorization from Rebuilding & Hardfacing, Inc. for Snowplow Carbide Cutting Edges
- 11-708 Purchase Authorization from Western States Equipment Company for Grader Blade Cutting Edges
- 11-709 Contract Amendment w/Bergstrom Aircraft, Inc for Maintenance Repair & Pilot Services
- 11-710 Contract Amendment w/Johnny David Allstead for Inmate Barber Services
- 11-711 Contract w/Nixon's Marine, Inc. for Boat Repair and Maintenance
- 11-712 Purchase Authorization w/Yacht Masters for FLIR M-625L Thermal Imaging System
- 11-713 Purchase Authorization from Columbia Ford Mercury Lincoln for Vehicle

There being no further business before the Board, the meeting adjourned at approximately 10:33 a.m.

Clerk of the Board

Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	15-November-2011	Execute Contract	_____
Subject:	Amending Maximum Amount of Res 11-339	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Earlier this year, the Board approved the purchase of a new Cross Match finger printing system to replace the previous system acquired in 2006. Resolution 11-339 authorized the agreement with Cross Match for the new system. It did not include a printer that also needed to be replaced. The model of printer is one specifically certified by the FBI for use with systems providing data for the national finger print database (AFIS). It was decided that the printer would also be purchased from Cross Match in order to assure it would work with the new system. The price listed by Cross Match was compared with some other vendors and found to be in line with them. When the voucher was submitted for payment, it included two invoices which exceeded the maximum amount authorized by the resolution for the main system and was returned by the Auditor's staff, which also expressed the preference for having the printer included as part of the project in order to more accurately account for capital assets. The attached resolution increases the maximum expense allowed to include the printer.

SUMMARY

The attached resolution amends Resolution 11-339 to increase the maximum expenditure for the Cross Match finger printing system from \$29,900 plus tax to the amount of \$30,400 plus tax.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

All expenses are from the Computer Replacement Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 11-339 TO ADJUST THE TOTAL AMOUNT LIMIT FOR THE PURCHASE FROM CROSS MATCH TECHNOLOGIES.

WHEREAS, resolution 11-339 authorized the purchase of a digital finger printing system from Cross Match Technologies with a limit of the purchase not to exceed \$29,900 plus tax; and

WHEREAS, a printer was also purchased from Cross Match Technologies in order to assure its interface with the rest of the system; and

WHEREAS, the addition of the printer exceeded the dollar amount authorized by resolution 11-339; and

WHEREAS, the Auditor's accounting staff desires to include the printer as part of the total project for purposes of more accurately reporting capital assets; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that maximum total purchase amount for the Cross Match System be increased from \$29,900 plus tax to the amount of \$30,400 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

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	15-November-2011	Execute Contract	_____
Subject:	Authorization of RFP for SAN Expansion	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith Kelty	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

As noted in the information supplied as part of the 2011-2016 Capital Improvement Plan, the demand for network storage is being driven by the increasing use of document imaging and audio/video files. The last expansion from 16 TB to 32 TB allowed us to put data onto the Storage Area Network (SAN) that should have been there previously and to implement a full disk-to-disk backup/disaster recovery strategy. The available storage is quickly reaching a 10% threshold that is considered the minimum that should be available for overhead and temporary use. The attached resolution authorizes Central Services to initiate a Request for Proposal (RFP) for expanding the SAN from 32 TB to 48 TB. Now that the initial work has been done to move all active county data to the SAN, the increased capacity should provide for typical growth over the next three to five years.

Increasing the storage capacity of the SAN was also an item recommended in the Information Technology Strategic Plan developed by PTI. It is discussed under "Goal 5: Robust Technical Infrastructure": Stabilize server environment (p. 58) and Standardize backup procedures and technology (p. 60).

SUMMARY

The attached resolution authorizes Central Services to publish an RFP for expanding the SAN. It also notes that the funding for the project would be from the Capital Project Fund.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None until Board approval of vendor selection and purchase.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ISSUING AN REQUEST FOR PROPOSALS FOR EXPANDING THE STORAGE AREA NETWORK.

WHEREAS, resolution 11-611 adopted the Benton County Capital Improvement Plan 2011-2016; and

WHEREAS, one of the projects included in the plan was for a Storage Area Network (SAN) Expansion with an estimated cost of \$62,100 to be paid from the Capital Project Fund; and

WHEREAS, expansion of the SAN capacity was one of the recommendations in the "Information Technology Strategic Plan" developed by PTI; and

WHEREAS, the unused storage capacity for the existing SAN is approaching a critical threshold of 10%; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to issue a Request for Proposals for expanding the capacity for the county SAN from the current level of 32 TB to 48 TB.

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

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	15-November-2011	Execute Contract	_____
Subject:	Line Item Transfer	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Three projects were approved or requested by the Board that were not in the 2011-12 budget as originally approved. All three included purchases of computer equipment and software that needed to be made by Central Services. This was especially the case for computer hardware that must be purchased from specific line items in the Central Services budget in order to be included in the Replacement Fund. The projects were:

- Formation of the Gang Task Force (Res. 11-359)
- Trial Court Improvement Fund expenditures (Res. 11-390 and 11-391)
- Purchase of iPad's for the paperless agenda

Supplemental appropriations need to be done to appropriate the funds in Central Services. The departments and funds involved only needed to do line item transfers to cover billings from Central Services.

The computer equipment line (518.400.3507) for these purchases no longer has a balance from which to pay outstanding invoices. Since the mid-biennium adjustments are not going to be done for some time, funds need to be "borrowed" from computer replacement appropriations in order for the Auditor to process the vouchers.

SUMMARY

Line item transfer from Computer Replacement Fund to cover approved, un-budgeted expenses. The funds will need to be put back with supplemental appropriations as part of the mid-biennium adjustments.

RECOMMENDATION

1ST Pass resolution to approve line item transfer.

2nd

FISCAL IMPACT

None. Funds "borrowed" from the Computer Replacement Fund will need to be restored at some point in the future.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES FUND NUMBER 0502-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 11/15/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Ltr to BCHD	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

Benton County Commissioners entered into a Lease Agreement between Benton County and Benton-Franklin Health District for the lease of the Benton County Health District Bldg. per Resolution 07-058.

A letter was sent to Dr. Larry Jecha dated March 16, 2009 indicating the lease payments were being received past the due date that was outlined in the lease agreement.

Though the Health District has made great effort with getting the lease payment to us on or before the due date, the operational expense payment is not being received by the due date outlined in the lease agreement.

Attached is a letter addressed to Jason Zaccaria encouraging them to make the operational expense payment on or before the first day of the month as outline in the lease agreement or Benton County will start charging the late fees as outlined in Section 8 of the lease agreement starting December 1, 2011.

RECOMMENDATION

FISCAL IMPACT

MOTION

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



November 15, 2011

Mr. Jason Zaccaria
7102 W Okanogan Pl
Kennewick, WA 99336

Re: Benton-Franklin Health District Operation Payment

Dear Jason Zaccaria,

The Benton County Commissioners' office sent a letter to the Benton Franklin Health District addressed to Dr. Larry Jecha, dated March 16, 2009 regarding Benton-Franklin Health District Lease Payments. I have enclosed a copy of that letter for your reference.

The letter notified Dr. Jecha of the fact that the lease payments were delinquent and the letter outlined the "Monthly Rent" payments due and also the "Late Charges" that may apply if payments were not made by the due date outlined in the Lease Agreement between Benton County and Benton-Franklin Health District. However, the attached letter did not address the "Operating Expenses" which is outlined under Section 7.b. "Operating Expenses" of the Lease Agreement.

Though there has been great effort made with the Lease Payments being paid on time, records show the Operating Expense payments have not been received by the due date outlined in the lease agreement under Section 7.b.iv.

On behalf of the Board of Benton County Commissioners we are requesting payment for the Operating Expense to be received before or by the first of each month in accordance with the provisions of Section 7.b. "Operating Expenses" of the lease agreement.

Regretfully, if the Operating Expense payments continue to be delinquent, the County will start charging late fees as outline in Section 8 "Late Charges" of the lease agreement starting December 1, 2011.

We appreciate your immediate attention to this matter.

Sincerely,

BENTON COUNTY COMMISSIONERS

Leo M. Bowman, Chairman
Benton County Commissioner

cc: Benton County Commissioners
David Sparks, County Administrator
Loretta Smith Kelty, Deputy County Administrator

Encl.

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 16, 2009

Dr. Larry Jecha
7102 W Okanogan Pl
Kennewick, WA 99336

Re: Benton-Franklin Health District Lease Payment

Dear Dr. Jecha,

The Benton County Commissioners office is in receipt of the lease payment for the month of February, which was received on February 23, 2009. It has been brought to our attention that the lease payments have gradually been coming in later each month past the due date.

We would like to take this opportunity to encourage you to make the lease payments in advance on or before the first day of each month to avoid any late penalties. Below we have outlined the terms within the lease agreement.

6. **Monthly Rent.** Commencing February 1, 2007, the District agrees to pay the County Four Thousand Five Hundred Dollars (\$4,500.00) per month until the commencement of the Term of occupancy under this Lease. During the Term of occupancy, the District agrees to pay the County Twenty Two Thousand One Hundred Eighty Three Dollars and Thirty-Three Cents (\$22,183.33) per month. All such payments shall be made to the following address: Attention: Chairman of the Board of Benton County Commissioners, PO Box 190, Prosser, WA 99350. The District shall make such payments, without deduction or offset, in advance on or before the first day of each month, except that the monthly rent for the first month of any portion thereof of occupancy shall be paid on or before the date the Term commences. The monthly rent payable under this Section shall remain as stated above during this Lease.

8. **Late Charges.** The District acknowledges that late payment by the District to the County of sums due hereunder will cause the County to incur cost not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Those costs, include, but are not limited to, interest and penalty payments under the terms of the bonds sold to finance the construction of the new building, processing expenses, accounting expenses, and late charges which may be imposed on the County by third parties. Therefore, in the event the District fails

to pay any amount due hereunder within five (5) days after that amount due, the District shall pay the County, as Additional Rent, a \$200 late charge. Waiver of the late charge with respect to any installment of sum will not be deemed to constitute a waiver with respect to any subsequent late charge, which may accrue.

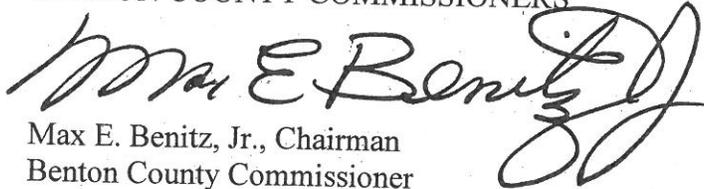
In the event any amount so due is delinquent for a period in excess of five (5) days, the District shall pay the County an additional late charge, computed at the rate of the lesser of 1.5% per month or the maximum rate permissible by law, upon the total amount so overdue and for each day following its due date that the payment is delinquent. The District shall pay the county a standard charge for each returned check based upon the amount banks are then charging.

On behalf of the Board of Benton County Commissioners we are requesting immediate payment due for March in the amount of \$22,183.33 in accordance with the provisions of Section 6 of the lease agreement. Regretfully, if the lease payments continue to be delinquent, the County will have no choice but to start charging the late fees as outline in Section 8 of the lease agreement.

We appreciate your immediate attention to this matter.

Sincerely,

BENTON COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Max E. Benitz, Jr.", written in a cursive style.

Max E. Benitz, Jr., Chairman
Benton County Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE AMEMDED AND RESTATED INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES BY AND BETWEEN BENTON COUNTY, WASHINGTON, THE CITIES OF KENNEWICK, RICHLAND, WEST RICHLAND, PROSSER, BENTON CITY, BENTON COUNTY FIRE DISTRICTS NOS. 1, 2, AND 4, AND THE PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY, ALL MUNICIPAL CORPORATIONS AND BENTON COUNTY EMERGENCY SERVICES; AND RESCINDING THE INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES RECORDED WITH THE BENTON COUNTY AUDITOR ON OCTOBER 1, 1996 AND RESOLUTIONS 07-136, AND 09-296

WHEREAS, parties desire to enter into the attached Amended and Restated Interlocal Agreement for Benton County Emergency Services to include the Public Utility District #1 of Benton County with limited participation and authorization to vote exclusively on the microwave system and funding issues; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners, Benton County Washington, that the Chairman of the Board of Commissioners is hereby authorized to sign the attached Amended and Restated Interlocal Agreement for Benton County Emergency Services; and

BE IT FURTHER RESOLVED, that Resolution 06-492 was already rescinded on March 12, 2007; and

BE IT FURTHER RESOLVED, that the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996 and Resolutions 07-136 and 09-296 be rescinded.

Dated this day of, 2011.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

WHEN RECORDED RETURN TO:

City of Richland
P.O. Box 190 MS-07
Richland, WA 99352

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between Benton County, Washington, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County Fire District Nos. 1, 2, and 4, and the Public Utility District #1 of Benton County (Benton PUD), all municipal corporations. This Agreement shall be effective upon the date of signing by the last entity to the agreement.

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes and allows municipal corporations to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage through the execution of an interlocal cooperative agreement; and,

WHEREAS RCW 38.52.070 authorizes and directs each political subdivision of the State of Washington to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program, and permits the State Director of Emergency Management to authorize two or more political subdivisions to join in the establishment and operation of a local organization for emergency management; and,

WHEREAS, Benton County Emergency Services (BCES) is such a local organization created in 1996 pursuant to the Interlocal referenced in Section 5 and the parties to this agreement wish to continue that organization under the terms of this new Amended and Restated Interlocal agreement; and,

WHEREAS, it is the intention of the existing partners, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County and Benton County Fire Districts 1, 2 and 4 to continue to provide a county-wide operation of emergency

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11-15-2011	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
Subject:	AOC contract	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	Jacki Lahtinen	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	Judge Tanner	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

In 2008 Benton County District Court and the other courts within Benton and Franklin County submitted our application to the Administrative Office of the Courts for reimbursement of costs relating to court interpreters. District Court has received funding from this program each year since 2008. District Court requests the Benton County Commissioners to approve the resolution and sign the 2011-2012 Interagency Agreement #IAA12159 with the Administrative Office of the Courts for reimbursement of qualifying costs of interpreters services.

SUMMARY

Interagency Agreement between State of Washington Administrative Office of the Courts and Benton County for funding for reimbursement of interpreter costs.

RECOMMENDATION

We recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA12159 between the Administrative Office of the Courts and Benton County.

FISCAL IMPACT

Benton County will be reimbursed a maximum of \$7,460 for costs incurred during the period of July 1, 2011 and June 30, 2012.

MOTION

We move for approval of the County Resolution and the signing of the Interagency Agreement #IAA12159.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA12159 BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT COURT AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS and

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the Agreement between the State of Washington Administrative Office of the Courts and Benton County District Court be approved as presented for the term commencing July 1, 2011 and terminating on June 30, 2012,
NOW, THEREFORE,

BE IT RESOLVED, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the Interagency Agreement #IAA12159 on behalf of Benton County.

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

INTERAGENCY AGREEMENT IAA12159
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON COUNTY

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and Benton County, a political subdivision of the State of Washington (“County”) for the purpose of distributing funds for court interpreter expenses to the Benton County District Court (“Court”).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. “Certified Interpreter” means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>
- b. “Registered Interpreter” means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>
- c. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. “Qualifying event” means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/content/courtInterpreter/FUNDING%20CONDITIONS.pdf>
 - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
 - If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
 - If the event was interpreted by a qualified sign language interpreter.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND SYSTEM SOLUTIONS FOR UPGRADING THE SOUND SYSTEMS IN SUPERIOR COURT COURTROOMS E AND F LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, per resolution 11-402, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, per Resolution 11-223, the Board of Commissioners approved the project for upgrading the sound system in Superior Court Courtrooms E and F; and

WHEREAS, Facilities prepared a request for proposal (RFP) that detailed the requirements for the sound system upgrade of Superior Court Courtrooms E and F; and

WHEREAS, the following companies responded to the RFP; and

- System Solutions, Kennewick, WA - \$26,650.85 including installation and WSST
- Moon Security, Pasco, WA - \$30,128.76 including installation and WSST
- Ted Brown Music, Kennewick, WA - \$30,765.70 including installation and WSST
- Quicksilver Audio, Kennewick, WA - \$31,610.70 including installation and WSST

WHEREAS, System Solutions is the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the sound system upgrade project for Superior Court Courtrooms E and F to System Solutions, Kennewick, WA (License # SOUNDS*090K9) for a total contract amount not to exceed \$27,000.00 including WSST; and

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

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

Orig: Facilities
Cc: Auditor, R. Ozuna

Benton County Justice Center

Sound Reinforcement System

Upgrade Project for Superior Court

Courtrooms E and F

System Solutions:

Total: **\$26,650.85**, including WSST

Moon Security:

Courtroom E: \$15,175.71, including WSST

Courtroom F: \$14,953.05, including WSST

Total: **\$30,128.76**, including WSST

Ted Brown Music:

Courtroom E: \$15,761.90, including WSST

Courtroom F: \$15,003.80, including WSST

Total: **\$30,765.70**, including WSST

Quicksilver Audio:

Combined Price: \$29,188.09, not including WSST

Estimated tax: \$2,422.61

Total: **\$31,610.70**

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and System Solutions, with its principal offices at 450 North Quay St, Kennewick, WA 99337, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Terms and Conditions
- b. Benton County's Request for Proposal
- c. Exhibit A - Contractor's Quote
- d. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the signature of all parties and shall expire on December 31, 2011. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to furnish and install Sound Reinforcement Systems for the Benton County Justice Centers located in Kennewick, WA in accordance with the CONTRACTORS proposed quote attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge

h. Reappointment of T Atwood to the Substance Abuse Administrative Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: Substance Abuse Administrative Board Re-Appointment for Thomas Atwood Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract _____ Pass Resolution _____X_____ Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda _____X_____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____	

BACKGROUND INFORMATION

The Benton Franklin Counties Department of Human Services, Substance Abuse Administrative Board consists of nine (9) members appointed by the Boards of Benton and Franklin County Commissioners to represent Benton and Franklin Counties.

Thomas Atwood, a current member of the Benton-Franklin Substance Abuse Administrative Board has indicated and demonstrated willingness to be re-appointed to the Board for another three (3) year term which will expire on December 31, 2014.

RECOMMENDATION

Sign the attached proposed Joint Resolution to re-appoint Thomas Atwood to the Benton-Franklin Substance Abuse Administrative Board for a three (3) year term.

FISCAL IMPACT

None

MOTION

To approve signing the proposed Joint Resolution to re-appoint Thomas Atwood to the Substance Abuse Administrative Board for a three (3) year term ending on December 31, 2014.



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 RE-APPOINTING THOMAS ATWOOD TO THE SUBSTANCE ABUSE ADMINISTRATIVE BOARD FOR A THREE (3) YEAR TERM TO REPRESENT BENTON AND FRANKLIN COUNTIES

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

WHEREAS, members of the Benton-Franklin Substance Abuse Administrative Board are appointed for a three (3) year term; and

WHEREAS, Thomas Atwood's term will expire on December 31, 2011, and has indicated and demonstrated willingness to be re-appointed to the Benton-Franklin Counties Substance Abuse Administrative Board for another three (3) year term; **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 re-appointment of Thomas Atwood to the Benton-Franklin Counties Substance Abuse Administrative Board for a three (3) year term which will expire on December 31, 2014.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Subject: <u>Professional Service Agreement #PSA-2011/12-Shelter Plus Care-LCC-00 with Our Lady of Lourdes at Pasco, dba Lourdes Health Network</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: 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

With the transition of mental health contracting to Greater Columbia Behavioral Health (GCBH); Shelter Plus Care is a service that has been imbedded in the mental health contracts and is not funded by GCBH. This professional service agreement will serve to provide reimbursement for expenses of eligible participants in the Shelter Plus Care Program.

The agreement process was initiated on August 11, 2011; the delay in execution is a result of the legal review process.

SUMMARY

Award: Maximum payment of \$61,900.00
Period: October 1, 2011 through September 30, 2012
Funding Source: 2010 Shelter Plus Care Grant No. WA0072C0T011003

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Professional Service Agreement #PSA-2011/12-Shelter Plus Care-LCC-00 with Our Lady of Lourdes Hospital at Pasco DBA Lourdes Health Network, and to authorize the Chair to sign on behalf of the Board



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING PROFESSIONAL SERVICE AGREEMENT #PSA-2011/12-SHELTER PLUS CARE-LCC-00 BETWEEN OUR LADY OF LOURDES HOSPITAL AT PASCO, DBA LOURDES HEALTH NETWORK AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR THE REIMBURSEMENT OF EXPENSES OF ELIGIBLE PARTICIPANTS IN THE SHELTER PLUS CARE PROGRAM

WHEREAS, the Shelter Plus Care Program provides rental assistance to supportive services for hard-to-serve homeless persons with disabilities; primarily those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have acquired immunodeficiency syndrome (AIDS) and related diseases, and their families, and

WHEREAS, with the transition of mental health contracting to Greater Columbia Behavioral Health; Shelter Plus Care is a service that has been embedded in the mental health contracts and is not funded by Greater Columbia Behavioral Health, and

WHEREAS, the agreement process was initiated on August 11, 2011; the delay in execution is a result of the legal review process; and

WHEREAS, this professional service agreement will serve to provide reimbursement for expenses of eligible participants in the Shelter Plus Care Program; NOW THEREFORE,

BE IT RESOLVED, that the Chairman of the Boards of Benton County and Franklin County Commissioners here by 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-Shelter Plus Care-LCC-00 with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network for the reimbursement of expenses of eligible participants in the Shelter Plus Care Program, for a contract amount not to exceed \$61,900.00; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences October 1, 2011 and shall expire on September 30, 2012.

Dated this _____ day of _____ 2011.

Dated this _____ day of _____ 2011.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Member

Constituting the Board of County Commissioners,
Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Professional Services Agreement #PSA-2011/12-Shelter Plus Care-LCC-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 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network**, a member of Ascension Health, a national health system consisting primarily of nonprofit corporations, with its principal offices at 520 N 4th Avenue, Pasco, WA 99301, (hereinafter "Contractor").

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

Contractor Contact Information:
 Barbara Mead, Director
 Lourdes Counseling Center
 1175 Carondelet Drive
 Richland, WA 99352
 Phone: 509.943.9104
 Fax: 509.943.7206
 E-Mail: bmead@lourdesonline.org

Agreement Start Date October 1, 2011
 Agreement End Date September 30, 2012

Consideration Reimbursement for expenses not to exceed \$61,900

- Exhibits incorporated into this Agreement
- Exhibit "A" - Shelter Plus Care Grant Agreement WA0072C0T011003
 - Exhibit "B" - Monthly Billing Invoice
 - Exhibit "C" - Supported Services Tracking Form (match tracking)
 - Exhibit "D" - Shelter Plus Care Application
 - Exhibit "E" - Rental Assistance Calculation

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:

Barbara Mead for John Serle

 John Serle, President Date *10/24/11*

 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>			
Meeting Date: Subject: Agreement #11/12-DD-SA-00 with Service Alternatives, Inc. Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: 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

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

The agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DD County Services on September 12, 2011.

SUMMARY

Award: Consideration shall be Fee-For-Service
Period: October 1, 2011 through June 30, 2012
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Agreement #11/12-DD-SA-00 with Services Alternatives, Inc., and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-SA-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SERVICE ALTERNATIVES, INC.,

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

WHEREAS, the Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DDD County Services on September 12, 2011; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/12-DD-SA-00 with Service Alternatives, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2011 and shall expire on June 30, 2012.

Dated this day of 2011.

Dated this day of2011.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #11/12-DD-SA-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Service Alternatives, Inc.**, a Washington State For-Profit Corporation, with its principal offices at 909 S.E. Everett Mall Way, #C-345, Everett, WA 98208 (hereinafter "Contractor").

Counties Contact Information:

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

Contractor Contact Information:

Anton Saunsaucie, Director
Service Alternatives, Inc.
909 S.E. Everett Mall Way, #C-345
Everett, WA 98208
Phone: 425.710.0107 / Fax: 866.587.2916
E-Mail: asaunsaucie@servalt-ces.com

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

Agreement Start Date October 1, 2011
Agreement End Date (unless terminated sooner as set forth herein this Agreement) 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 end date.

Consideration Fee-For-Service

Attachments incorporated into this Agreement

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

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

For the Contractor:



Title: Director / CES Date 10-28-11

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

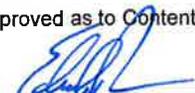
Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:


Department of Human Services


Benton County Prosecutor's Office

Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: <u>Agreement #11/12-DD-CDC-00 with Children's Developmental Center</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: 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

Benton and Franklin Counties Department of Human Services would like to re-contract with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties.

The agreement process was initiated on September 22, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DD County Services on September 12, 2011.

SUMMARY

Award: Consideration shall be Fee-For-Service
Period: October 1, 2011 through June 30, 2012
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Agreement #11/12-DD-CDC-00 with Children's Developmental Center, 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 THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-CDC-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER

WHEREAS, Benton and Franklin Counties Department of Human Services currently contracts with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties; and

WHEREAS, Benton and Franklin Counties Department of Human Services would like to re-contract with Children's Developmental Center; and

WHEREAS, the Agreement process was initiated on September 22, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DDD County Services on September 12, 2011; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/12-DD-CDC-00 with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2011 and shall expire on June 30, 2012.

Dated this day of 2011.

Dated this day of2011.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #11/12-DD-CDC-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 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, an independent non-profit entity, with its principal offices at 1549 Georgia Avenue SE, Suite A, Richland, WA 99352 (hereinafter "Contractor").

Counties Contact Information:

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

Contractor Contact Information:

Cathy Tames, Executive Director
Children's Developmental Center
1549 Georgia Ave. SE, Suite A
Richland, WA 99352
Phone: 509.735.1062 / Fax: 509.737.8492
E-Mail: cathyt@childrensdc.org

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

Agreement Start Date October 1, 2011
Agreement End Date (unless terminated sooner as set forth herein this Agreement) 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 end date.

Consideration Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements

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

For the Contractor:

Cathy Tames Title: Executive Director Date: 10/31/11

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:

[Signature]
Department of Human Services

Approved as to Form:

[Signature]
Benton County Prosecutor's Office

Approved as to Form:

Franklin County Prosecutor's Office

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SERVICE CONTRACT BETWEEN BENTON COUNTY AND RIGGLE PLUMBING, INC. FOR ALL LABOR, EQUIPMENT AND MATERIALS TO RE-ROUTE THE UNDERGROUND COMPRESSED AIR LINES TO OVERHEAD LINES AT THE KENNEWICK MAINTENANCE SHOP AT 1709 S. ELY ST., KENNEWICK, WASHINGTON

WHEREAS, per Resolution 11-690 dated November 1, 2011, the Board of Benton County Commissioners authorized a contract to be prepared for all labor, equipment and materials to re-route the underground compressed air lines to overhead lines at the Kennewick Maintenance Shop with Riggle Plumbing, Inc., Kennewick, Washington, as the lowest responsive bidder in the amount of \$3,108.00 plus Washington State Sales Tax (WSST); NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached service contract between Benton County and Riggle Plumbing, Inc. for all labor, equipment and materials to re-route the underground compressed air lines to overhead lines at the Kennewick Maintenance Shop at 1709 S. Ely St. in the amount of \$3,108.00 plus WSST; the total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed five thousand dollars and zero cents (\$5,000.00) including WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached service contract between Benton County and Riggle Plumbing, Inc.

Dated this 15th day of November 2011.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

L. Moser

**PUBLIC WORKS SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Riggle Plumbing, Inc.**, a corporation authorized to do business in the State of Washington, with its principal offices at 6508 W. Deschutes Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This contract document includes the following:

Exhibit A - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate December 31, 2011, unless earlier terminated pursuant to Section 16 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The COUNTY requires and the CONTRACTOR agrees to re-route the underground compressed air lines to overhead lines at the Kennewick Road Maintenance Shop at 1709 S. Ely St., Kennewick, Washington.

In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY E. R. & R. FUNDS RE: TRANSFER OF FUNDS
WITHIN THE COUNTY E. R. & R. FUND 0501-101

BE IT RESOLVED by the Board of Benton County Commissioners that
funds be transferred between line items as defined in Exhibit A
attached hereto.

Dated this 15th day of November, 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:dlh

In the current 2011-2012 budget there is no line item for Temporary Help. Since the resignation of an M3 mechanic, there is a need to hire temporary help until the full time position can be filled. In order to create the Temporary Help budget, a line item transfer is required as follows:

Transferring \$18,550.00 from Vehicle Maintenance Function Line Item 548.610.4930 (Advanced Expenditures) to 548.690.1905 (Temporary Help) \$17200.00 and 548-690-2102 (Social Security FICA) \$1,350.00.

There is no adverse impact on the ER&R fund budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLID WASTE MANAGEMENT RE: FEASIBILITY STUDY FOR A FUTURE MODERATE RISK WASTE FACILITY, AND TO REVIEW OUR CURRENT SOLID WASTE PLAN FOR BENTON COUNTY - SELECTION OF CONSULTANT AND APPROVAL OF CONSULTANT AGREEMENT

WHEREAS, Statements of Qualifications were solicited from Consultants on Benton County's Small Works Roster to prepare a feasibility study for a future moderate risk waste facility and review the current solid waste plan for Benton County; and

WHEREAS, Solid Waste Advisory Committee members, or their representatives, evaluated the Statements submitted and interviewed candidates; and

WHEREAS, the firm of HDR Engineering, Pasco, Washington was selected as the best qualified firm for the task; and

WHEREAS, the County Engineer recommends selection of HDR Engineering, and recommends approval of the Consultant Agreement with said consultant; and

WHEREAS, a Personal Services Contract has been prepared, and reviewed as to form by the Benton County Prosecuting Attorney; NOW, THEREFORE,

BE IT RESOLVED that the firm of HDR Engineering, Pasco, Washington be selected to prepare a feasibility study for a future moderate risk waste facility and review the current solid waste plan for Benton County, and

BE IT FURTHER RESOLVED that the Consultant Agreement with HDR Engineering be and hereby is approved, and the Board is authorized to sign said Agreement on behalf of Benton County.

Dated this 15th day of November, 2011.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov 15, 2011</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Award and approval of contract for feasibility study</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>SWB</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County Solid Waste has a Coordinated Prevention Grant (CPG) agreement with the Washington State Department of Ecology (DOEc), which provides funding for management of household hazardous waste (HHW) from households in Benton County. Due to the closing of the permanent collection site at the Richland Landfill, a new facility needs to be built, and a feasibility study was proposed to determine location and funding for the new facility. The Benton County Solid Waste Plan will also be reviewed and updated as needed as part of this study.

The Solid Waste Department solicited Statements of Qualifications from companies on the County's Small Works Roster: Green Solutions, South Prairie, WA; RH2 Engineers, Richland, WA; HDR Engineers, Pasco, WA; and Parametrix, Auburn, WA to prepare a feasibility study for a future moderate risk waste facility and review the current solid waste plan for Benton County

After review by members of the Solid Waste Advisory Committee, HDR Engineers was selected as the best qualified firm for the task. A Personal Services Contract was prepared, reviewed as to form by the Benton County Prosecuting Attorney, and signed by HDR Engineers.

RECOMMENDATION

Approve the award of the business of providing Benton County with a feasibility study for a future moderate risk waste facility and review the current solid waste plan for Benton County to HDR Engineers, Pasco, Washington. Approve the Chairman to sign said Personal Services Contract.

FISCAL IMPACT

The cost for the feasibility study has been estimated at \$120,000 which will be paid out of funding from the CPG and matching funds.

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and HDR ENGINEERING, with its principal offices at 2805 Saint Andrews Loop, Suite A, Pasco, WA 99301, (hereinafter "CONSULTANT").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **Terms and Conditions;**
- b. **Exhibit A, Scope of Services;**
- c. **Exhibit B, Project Budget; and**
- d. **Exhibit C, Time Line for Task Completion.**

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the COUNTY**, and shall expire on June 30, 2013. The CONSULTANT shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONSULTANT shall perform the following services:

- a. A detailed description of the services to be performed by the CONSULTANT is set forth in Exhibit "A, Scope of Services", which is attached hereto and incorporated herein by reference.
- b. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY
- c. The CONSULTANT shall perform the work specified in the Contract according to standard industry practice.
- d. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONSULTANT shall confer with the COUNTY from time to time during the progress of the work. The CONSULTANT shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONSULTANT: Roy Cross
2805 Saint Andrews Loop, Suite A
Pasco, WA 99301
509-546-2061

o. Rescinding Resolution 11-568 & Amending Resolution 11-126 Re Dynamic Laundry

Contract

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	11-15-11	Execute Contract	_____
Subject:	Dynamic Laundry Rescinding 11-568	Pass Resolution	X_____
		Pass Ordinance	_____
		Pass Motion	_____
		Other	_____
Prepared by:	<u>D. Pettey</u>	Consent Agenda	___X___
Reviewed by:	<u>K. Mercer</u>	Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

On September 13, 2011, the Board of County Commissioners approved a contract amendment allowing the Facilities Department to use the current "as needed" maintenance contract with Dynamic Laundry Systems, Inc. for the purchase and installation of a washing machine for the Benton County Jail (Resolution 11-568).

In addition, the resolution approved on February 14, 2011 by the Board of County Commissioners awarding the blanket personal service contract for "as needed" washer and dryer maintenance and repair services with Dynamic Laundry Systems, Inc. (Resolution 11-126) incorrectly stated that the amount not to exceed was \$10,000.00 including WSST, not the \$20,000 stated in the actual contract.

SUMMARY

RECOMMENDATION

The Commissioners' Office recommends entering into a separate contract with Dynamic Laundry Systems, Inc. for the purchase and installation of a washing machine for the Benton County Jail.

It is also recommended that the amount not to exceed be correctly stated as \$20,000.00 including WSST on resolution 11-126.

FISCAL IMPACT

n/a

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 11-568 THAT ALLOWED FOR THE PURCHASE AND INSTALLATION OF A WASHING MACHINE FROM DYNAMIC LAUNDRY SYSTEMS, INC. FOR THE BENTON COUNTY JAIL AS WELL AS CORRECTING THE AMOUNT NOT TO EXCEED STATED IN RESOLUTION 11-126

WHEREAS, on September 13, 2011, the Board of County Commissioners approved a contract amendment allowing the Facilities Department to use the current "as needed" maintenance and repair services contract with Dynamic Laundry Systems, Inc. for the purchase and installation of a washing machine for the Benton County Jail (Resolution 11-568); and

WHEREAS, the Commissioners' Office recommends entering into a separate contract with Dynamic Laundry Systems, Inc. for the purchase and installation of a washing machine for the Benton County Jail; and

WHEREAS, in addition, the resolution approved on February 14, 2011 by the Board of County Commissioners awarding the blanket personal service contract for "as needed" washer and dryer maintenance and repair services with Dynamic Laundry Systems, Inc. (Resolution 11-126) incorrectly stated that the amount not to exceed was ten thousand dollars and zero cents (\$10,000.00) including WSST; and

WHEREAS, the current blanket personal service contract with Dynamic Laundry Systems, Inc. states that the amount not to exceed shall be twenty thousand dollars and zero cents (\$20,000.00) including WSST; **NOW THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners that Resolution 11-568 is hereby rescinded.

BE IT FURTHER RESOLVED that resolution 11-126 be amended to state that the amount not to exceed for "as needed" maintenance and repair services by Dynamic Laundry Systems, Inc. shall be twenty thousand dollars and zero cents (\$20,000.00) including WSST in order to match 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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	November 15, 2011	Execute Contract	_____	Consent Agenda
Subject:	Jail Dishwasher Notice of Completion	Pass Resolution	X_____	Public Hearing
Prepared by:	<u>D. Pettey and L. Small</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	<u>D. Pettey</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

Per Resolution 11-355 dated June 6, 2011, the Board of Benton County Commissioners entered into a contract with Smith and Greene Company, Spokane, WA - Contractors License No. SMITHG*379QM for the purchase and installation of a dishwasher located at the Benton County Jail facility located in Kennewick, WA.

SUMMARY

The Benton County Facilities Maintenance Supervisor determined the project reached completion as of November 2, 2011.

RECOMMENDATION

N/a

FISCAL IMPACT

N/a

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE INSTALLATION OF A
DISHWASHER LOCATED AT THE BENTON COUNTY CORRECTION FACILITY IN
KENNEWICK, WA

WHEREAS, per Resolution 11-355 dated June 6, 2011, the Board of Benton County
Commissioners entered into a contract with Smith and Greene Company, Spokane, WA -
Contractors License No. SMITHG*379QM for the purchase and installation of a dishwasher
located at the Benton County Jail facility located in Kennewick, WA; and

WHEREAS, the Benton County Facilities Maintenance Supervisor determined the project
reached completion as of November 2, 2011; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County,
Washington, the Board hereby accepts the installation of the dishwasher located at the
Benton County Corrections Facility complete.

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>	
Meeting Date:	November 15, 2011	Execute Contract	<u> x </u>
Subject:	Rell's Hood Cleaning for Jail	Pass Resolution	<u> X </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>K. Mercer</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>

q. Contract w/Rell's Fire Protection, Inc. for Dishwasher Hood System Cleaning

BACKGROUND INFORMATION

The Benton County Jail contains a main front hood system and a dishwasher hood system that both require periodic cleaning to maintain optimal performance.

SUMMARY

RECOMMENDATION

The Building Maintenance Supervisor recommends a blanket service agreement with Rell's Fire Protection, Inc., Moses Lake, WA – Contractors License RFPISS*942JG to be put in place for the periodic cleaning of various hoods throughout the Benton County Jail facility.

This blanket contract would allow the Building Maintenance Supervisor to move forward with services without requiring a contract for each service needed.

The contract shall be in force from the execution of the contract (date signed) through December 31, 2012.

FISCAL IMPACT

The amount not to exceed shall be \$2,500.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET PUBLIC WORKS CONTRACT FOR THE PERIODIC CLEANING OF THE BENTON COUNTY JAIL MAIN FRONT HOOD SYSTEM AND DISHWASHER HOOD SYSTEM WITH RELL'S FIRE PROTECTION, INC.

WHEREAS, per resolution 11-402, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, the Benton County Jail contains a main front hood system and a dishwasher hood system that both require periodic cleaning to maintain optimal performance; and

WHEREAS, the Building Maintenance Supervisor recommends a blanket service agreement with Rell's Fire Protection, Inc., Moses Lake, WA – Contractors License RFPISS*942JG to be put in place for the periodic cleaning of various hoods throughout the Benton County Jail facility; and

WHEREAS, this blanket contract would allow the Building Maintenance Supervisor to move forward with services without requiring a contract for each service needed; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Building Maintenance Supervisor's recommendation and hereby awards Rell's Fire Protection, Inc., Moses Lake, WA the blanket service agreement for the periodic cleaning of the Benton County Jail main front hood system and dishwasher hood system for a total contract amount not to exceed \$2,500.00 including WSST; and

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

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

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

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Rell's Fire Protection, Inc. with its principal offices at 7574 Pettigrew Land, Moses Lake, WA 98837, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Terms and Conditions
- b. Exhibit A - Contractor's Quote
- c. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract commences upon execution by both parties and shall expire on December 31, 2012. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide semi-annual cleaning of the Benton County Jail Main Front Hood System as well as annual cleaning of the Benton County Jail Dishwasher Hood System in accordance with the CONTRACTORS proposed quote attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT MODIFICATION BETWEEN THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2011/12 IN THE AMOUNT OF \$11,474 FOR IN-SCHOOL YOUTH SERVICES AND \$17,213 FOR OUT-OF-SCHOOL YOUTH SERVICES.

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract modification between the WDC and Career Path Services for the WIA In-School Youth and Out-of-School Services for PY11/12; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract modification between the WDC and Career Path Services, in the amounts of \$11,474 and \$17,213 for In-School Youth and Out-of-School Youth Services respectively, effective October 1, 2011, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

T. Kopf

**WORKFORCE INVESTMENT ACT
YOUTH SERVICE PROVIDER CONTRACT
CFDA #17.259**

Modification Number: 1 Date: 10/1/2011

Contractor: Career Path Services Employment & Training, a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH SERVICES EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. \$11,474 of WIA Title 1-B Youth carryover funds are added to the total contract amount for In-School Youth Services. This reflects a new total amount of \$177,126. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants.
2. \$17,213 of WIA Title 1-B Youth carryover funds are added to the total contract amount for Out-of-School Youth Services. This reflects a new total amount of \$265,690. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants.
3. Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.
4. Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget. The Contractor does not expect to incur the salaries originally anticipated, will increase funds for staff training and travel.

THIS AMENDMENT SHALL BE EFFECITVE OCTOBER 1, 2011 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE.

FOR THE BF-WDC

 Signature/Executive Director _____ Date 10/27/11

FOR THE CONTRACTOR

 Signature _____ Date _____

 Title _____

Received & Reviewed:

 CHAIRMAN, Benton Co. Commissioners Date _____

Approved as to form:


 Benton Co. Deputy Prosecuting Attorney Date 10/24/11

 CHAIRMAN, Franklin Co. Commissioner Date _____

 Franklin Co. Deputy Prosecuting Attorney Date _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT MODIFICATION BETWEEN THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2011/12 FOR THE ADULT PROGRAM IN THE AMOUNT OF \$15,094.

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract modification between the WDC and Career Path Services for the WIA Adult Program for PY11/12; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract modification between the WDC and Career Path Services, in the amount of \$15,094 for Adult Services, effective October 1, 2011, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

T. Kopf

**WORKFORCE INVESTMENT ACT
ADULT SERVICE PROVIDER CONTRACT
CFDA #17.258**

Modification Number: 1

Date: 10/1/2011

Contractor: Career Path Services Employment & Training, a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR ADULT SERVICES EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$15,094 of WIA Title 1-B Adult carryover funds are added to the total contract amount. This reflects a new total contract amount of \$373,597. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B and provide additional training and supportive services to participants.**
2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**
3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THIS AMENDMENT SHALL BE EFFECTIVE OCTOBER 1, 2011 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

FOR THE CONTRACTOR

 10/27/11
Signature/Executive Director Date

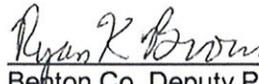
Signature Date

Title

Received & Reviewed:

Approved as to form:

CHAIRMAN, Benton Co. Commissioners Date

 10/24/11
Benton Co. Deputy Prosecuting Attorney Date

CHAIRMAN, Franklin Co. Commissioner Date

Franklin Co. Deputy Prosecuting Attorney Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT MODIFICATION BETWEEN THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2011/12 IN THE AMOUNT OF \$105,170 FOR DISLOCATED WORKER SERVICES.

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract modification between the WDC and Career Path Services for the WIA Dislocated Worker Program for PY11/12; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract modification between the WDC and Career Path Services, in the amount of \$105,170 for Dislocated Worker Services, effective October 1, 2011, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

T. Kopf



FEDERAL ISSUE:

Critical Access Hospital Designation Elimination

- Lourdes Health Network (LHN) is a health care network serving the Tri-Cities and Mid-Columbia Region for over 95 years. LHN has more than 17 locations including an acute care hospital, a psychiatric hospital and multiple clinics caring for families in the Mid-Columbia Region. Lourdes' acute care hospital, located in Pasco, Washington, is a designated Critical Access Hospital.
- Our organization is deeply concerned with President Obama's proposal to reduce \$320 billion to Medicare and Medicaid. As a safety net for residents of the Mid-Columbia region, we strongly urge you to evaluate President Obama's proposal to reduce Medicare cost-based reimbursement for Critical Access Hospitals (CAHs). The current policy under which CAHs are paid 101 percent of cost-based reimbursement is crucial to Lourdes Medical Center and our entire health Network – which sees more than 15,000 patient visits per month throughout the Network.
- President Obama is proposing a reduction in cost-based reimbursement from **101 percent of reasonable costs to 100 percent**. While the change seems small, it would be a significant change in policy and the financial loss would make survival difficult – if not impossible for LHN. The recent economic downturn has put additional pressure on LHN's small, rural hospital. LHN's charity and uncompensated care has increased to be more than 8% of our organization's revenue – totaling more than \$12 million last fiscal year alone. LHN anticipates that number to continue to climb as more and more Washington residents are uninsured and no longer covered by State-funded programs, such as Basic Health, and more and more people look to the Emergency Department for primary care needs because they feel they have no other place to go for their care. Lourdes Medical Center's Emergency Department currently sees more than 25,000 patients each year.
- Lourdes Health Network is the one of the largest employers in the Mid-Columbia Region with nearly 850 employees. Of those 850, more than 50 are physicians who provide direct patient care in inpatient and outpatient settings. Benton and Franklin Counties are already considered "Medically Underserved" by the Washington State Department of Health. Lourdes has been active in bringing additional providers to our community to ensure access to necessary health care needs. A one percent reduction in addition to the other changes we are facing threatens jobs and services – services critical to the health of our community. Rural communities rely on their hospitals as critical components of the region's economic and social fabric. Reducing Medicare payments for CAHs will impact our communities and access to health care.
- More importantly, Lourdes Medical Center is located within 10 miles from other acute care hospitals. However, Lourdes Medical Center serves a unique niche in our community – with a much higher percentage of Medicare and Medicaid patients than our competitors and double the amount of charity care provided as a percent of revenue. **President Obama's proposal eliminates Critical Access Hospital (CAH) designation for hospitals fewer than 10 miles from another hospital.** According to our financial projections, without our CAH designation, Lourdes would lose more than \$6 million in the first fiscal year as a Prospective Payment System (PPS) hospital. Lourdes Health Network – based on the community we serve – does not achieve margins anywhere near \$6 million. Long-term PPS status would be devastating to our Network and our ability to care for our community.
- With the pressure added to Lourdes Medical Center, our administration would be evaluating all services provided within the Network. With a **\$6 million projected loss** on the CAH status change, alone, we would be forced to evaluate our behavioral health services. Our behavioral health service line is already subsidized by our Network approximately \$500,000 per year. The additional stress on our network would cause potential serious reconfiguration and even closure of behavioral health services, including the



GOVERNOR RELEASES BUDGET CUT PLAN WITH DETRIMENTAL CUTS PROPOSED FOR OUR COMMUNITY AND YOUR SAFETY NET HOSPITALS!!

Yesterday, Governor Chris Gregoire released her preferred options for creating an all-cuts budget. This is not her official budget proposal. The Governor rolled into a single document all the budget cutting possibilities generated by her state agencies, and highlighted the ones she has tentatively chosen to include in her 2012 supplemental budget proposal in November.

Releasing guidance on a budget this early is an unusual step and indicates the depth of the state budget hole. Her goal was to reach savings of approximately \$2 billion and to jumpstart legislative conversations about the budget. Her plan contains cuts and efficiencies only. She proposes no new revenues to fill the state's budget hole.

In her press conference, in response to a question about the impact on hospitals, the Governor said, *"There is no question in my mind we are not going to meet the needs of people out there. When we take away mental health services, we risk the possibility they will end up in the emergency room. The need is out there; there is no question about it. I simply do not have the resources to meet the need today. I will be meeting with the faith community and non-profits to talk about them being able to pick up the slack."*

PROPOSED HEALTH CARE CUTS

The Governor indicates she ***has tentatively chosen*** to make the following cuts to health care services that will affect the Tri-Cities health care environment. These numbers reflect state general fund spending only, and do not include the impact of federal match. Their effect on the health care system will be devastating.

- **Eliminate cost-based reimbursement for Critical Access Hospitals (\$27 million state funds; the total number is likely \$70 million).** Lourdes Medical Center is your safety net, critical access hospital. Eliminating our cost-based reimbursement would have a serious effect on our ability to care for patients and would force Lourdes Health Network to evaluate all programs and service regardless of location. This could be detrimental to Lourdes Counseling Center, physician clinics, and, of course, Lourdes Medical Center. Throughout Lourdes Health Network, we see over 15,000 patients each month and our services are needed in the community.

Eliminate disproportionate share hospital grants for medically indigent care **(\$13 million)**.

Eliminate Disability Lifeline medical program **(\$120 million)**.

Eliminate Basic Health Plan **(\$48 million)**.

Implement health care premiums for children over 150 percent of the federal poverty level **(\$23 million)**.

Reduce Maternity Support Services by 50 percent **(\$9.6 million)**.

Eliminate medical interpreter services **(\$4.8 million)**. Lourdes Medical Center is **REQUIRED** to provide interpreting services and without reimbursement, this is an unfunded mandate.

Close two civil wards and two wards for dementia and traumatic brain injury patients at Western State Hospital, and attempt placements for these patients in community settings **(\$6.6 million)**. This cut will put additional burden on mental health services including **Lourdes Counseling Center**. Washington State already has the lowest per capita mental health beds in the continental United States. Further cuts to mental health beds has detrimental effects on our Emergency Rooms and the justice system.

Reduce Medicaid and non-Medicaid funding for community mental health care delivered through regional support networks **(\$14.4 million)**.

Reduce chemical dependency services for low-income clients **(\$14.5 million)**.

HOW CAN YOU HELP? Please email, call or speak directly with your legislators about the impact of these cuts on your hospital. Use the information contained in the "Hospitals: Essential Community Partners" campaign located at: www.wsha.org/essentialpartners.cfm as fundamental information. Find the names and contact information for all of the legislators elected in your service area at www.wsha.org/contact-your-legislators.cfm. Please deliver the message below.

Message: "The Governor's budget plan to address the state's deep deficit hits health care particularly hard. The proposed cuts to health care for our most vulnerable residents are staggering. People with serious disabilities and mental illnesses will lose their health coverage. Their health will worsen, and they could suffer disability or even death. Rural hospitals, such as our safety net hospital, Lourdes Medical Center will face a 50 percent cut in payments for Medicaid patients and, if enacted, they will cut important services or even close. Rural areas could lose all access to obstetrical services, ambulances, and inpatient hospital care. Safety net and trauma hospitals will be cut deeply and will have a difficult time delivering the full scope of services they do today. These cuts undermine our health care system and will be felt for years to come. Please work to ensure the stability of safety net health care and Lourdes Health Network as you craft your budget."

Steven W. Becken
Public Works Manager
Malcolm Bowie, P.E.
Benton County Engineer

Benton County Mosquito District Discussion – S
Becken

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

To: Board of County Commissioners

From: Steven W. Becken, Public Works Manager

RE: Benton County Mosquito Control District request

Date: November 8, 2011

The Benton County Mosquito Control District has contacted our office in regards to constructing a vehicle storage facility located at the Prosser Maintenance Yard.

Don McClure, Equipment Maintenance Manager, and I met on site with Angela Beehler, District Manager for the Mosquito Control District and Richard Raab of Brockway, Opfer and Raab Architects, to discuss location, size and type of building.

Attached is a map showing the approximate location of the area in which a 50 by 83 foot building would be constructed. The proposed location is East of Hinzerling Road along the South property line. It is shown on the map as a red square. There would be bays for the vehicles and a locked room to be used for storage of pesticides. The Mosquito District would be responsible for all costs associated with the construction of the building. They will need power for the building and would also be responsible providing the power and the monthly bills. One item to be determined would be a rental rate for the use of the ground.

We believe that we can accommodate their request to be allowed use our grounds for the siting of a building.

We are seeking concurrence from the Board on this proposal before we proceed with preparing an Interlocal Agreement and before the Mosquito Control District begins the design of the structure. If the Board concurs with this project and will allow the Mosquito Control District to construct on our property, we will prepare the Interlocal and bring it to the Board for final approval.

While we are finalizing the Interlocal Agreement, the Mosquito Control District would be preparing the necessary plans for the building and some site preparation work may be done. It is proposed to have the building completed before Spring 2012 if this is approved by the Board.



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Building
Location

Country
SHOP

Hinzerling Rd

Heck Rd

