

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 areas

## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, November 1, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

### Call to Order

### Approval of Minutes

❖ **October 25, 2011**

### Review Agenda

### Consent Agenda

#### Animal Control

a. Line Item Transfer, Fund No. 0000-101, Dept. 137

#### Commissioners

b. Appointment to the Mid Columbia Library Board of Trustees

c. Disbursement Agreement w/City of West Richland for Use of Distressed County Tax Credit Funds

d. Thank You Letters to Redistricting Working Committee

#### District Court

e. Contract w/Washington Collectors for Collection Services

#### Fairgrounds

f. Payment Authorization to SimplexGrinnell for Inspection Services

#### Human Services

g. Agreement, #11/13-SA-NECC-00, w/Nueva Esperanza Counseling Center

h. Agreement, #PSA-2011/12, w/Nueva Esperanza Counseling Center

i. Agreement, #11/13-PREV-SHCN-00, w/Safe Harbor Crisis Nursery

j. Agreement, #11/13-SA-RP-01, w/Recovery Pointe

k. Contract Amendment, #0963-68016-05, w/DSHS for Substance Abuse & Prevention Treatment

#### Prosecuting Attorney

l. Employer Contract w/State of Washington for Work Study Program

#### Public Works

m. Bid Date Authorization for Furnishing and Stockpiling Crushed Screenings

n. Contract Award to Allstar Construction Group, Inc. for Piert Road Phase II

o. Authorization for Contract w/Riggle Plumbing, Inc to Re-Route Underground Compressed Air Lines @ Kennewick Road Maintenance Shop

#### Sheriff

p. Purchase Authorization from Crown Paper and Janitorial Supply, Inc.

- q. Purchase Authorization from Columbia Basin Paper & Supply
- r. Purchase Authorization from Airgas Safety, Inc.
- s. Line Item Transfer, Fund No. 0000-101, Dept. 121

**9:05 AM      Public Hearing**

**Six**-Year Road Program – M Bowie

**Scheduled Business:**

WSU Extension Programs Update – M Ophardt

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, October 25, 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; County Engineer Malcolm Bowie; Steve Brown, Jackie McWherter, Building Dept.; Sue Schuetze, Public Works; Susan Walker, Valerie Smith, R.J. Lott and Clark Posey, Planning; Treasurer Duane Davidson; Erhiza Rivera and Nick Kooiker, Treasurer's Office; DPA Ryan Brown.

**Approval of Minutes**

The Minutes of October 18, 2011 were approved.

**Review Agenda**

Chairman Bowman said that item "h" (Contract Amendment, w/DSHS for Substance Abuse & Prevention Treatment) was pulled from the consent agenda.

**Consent Agenda**

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

**Auditor**

- a. Surplus of Personal Property

**Commissioners**

- b. Adoption of Budget Policies and Procedures

**Human Services**

- c. State Mental Health Agreement, BFCRUS-11/13-00, w/Greater Columbia Behavioral Health

- d. Prepaid Inpatient Health Plan Agreement, BFCRUP-11-13-00, w/Greater Columbia Behavioral Health
- e. Recovery Contract Amendment, #BENFR-MHBG-11/12-00, w/Greater Columbia Behavioral Health
- f. Housing & Essential Needs Grant w/WA State Department of Commerce
- g. Agreement, #11/13-SA-SCC-00 w/Somerset Counseling Center
- i. Agreement, #1163-35777, w/DSHS for Developmental Disabilities
- j. Agreement, #11/13-SA-FSCCS-00, w/First Steps Community Counseling Services

**Office of Public Defense**

- k. Excess Compensation for Indigent Defense Services for L Swinney

**Parks**

- l. Contract w/Lindstrom Construction Co., LLC for Restroom Project @ Rattlesnake Mt Shooting Facility

**Personnel**

- m. County Claim CC2011-23
- n. County Claim CC2011-25
- o. Contract w/Our Lady of Lourdes for Occupational Health Services
- p. Designation of Employer Representative w/Penser North America
- q. Employee of the Month Award

**Sheriff**

- r. Purchase Authorization from Crown Paper and Janitorial, Inc.

**Superior Court**

- s. National Adoption Day Proclamation
- t. Interagency Agreement w/St of WA Administrative Office of the Courts for Interpreter Expenses

**Treasurer**

- u. Amended Agreement w/Garda Cash Logistics for Armored Car Services
- v. Agreement w/Doxo, Inc. for Digital Property Tax Statements

**Rattlesnake Mountain Summit**

Chairman Bowman said that Congressman Hastings was holding a hearing today regarding the summit on Rattlesnake Mountain and asked the Board for a letter of support. Mr. Fyall provided a draft letter for the Board's signature.

**MOTION:** Commissioner Small moved to approve the letter in support of public access on Rattlesnake Mountain summit. Commissioner Beaver seconded.

**Discussion**

Commissioner Beaver said this was consistent with previous messages from the County.

Upon vote, the motion carried unanimously.

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

### **Public Hearing – Ordinance on Civil Fees**

Lt. R. Plummer presented the resolution for increase in civil fees at the Sheriff's Office. It included mileage costs and service of warrants.

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

**MOTION:** Commissioner Small moved to approve the resolution adopting the ordinance to increase civil fees in the Sheriff's Office. Commissioner Beaver seconded and upon vote, the motion carried.

### **Continued Public Hearing – KID - Proposed Right of Way - Finley**

Sue Schuetze and Steve Becken said they previously submitted a recommendation for a partial approval of the right of way but asked for a continuance. Additionally, KID had submitted a plat approval to the Planning Department that was ultimately returned. Ms. Schuetze said that Public Works had met with Planning staff and KID to try and work out a solution but felt like their request did not address the creation of the dead-end road right of way and therefore Public Works still recommended to deny part of the vacation.

#### **Testimony**

Scott Revell, KID, entered into the record a letter that was previously emailed to Public Works. He said their first choice would be approval of the original proposal so it could be master planned as a single piece. Additionally, KID would be willing to dedicate an equivalent access easement in the same location as the vacated road after the properties were made contiguous and was agreeable to the road vacation being contingent upon the new road be dedicated prior to recording of the plat. As an alternative, KID asked that the 300 feet of the unnamed east-west road be vacated to allow property to be continuous and rededicate that to complete the road project.

Gene Huffman, KID Board of Directors, said they wanted to continue to work out a solution as the school district and County would benefit from development of that property.

Chairman Bowman asked if KID had talked to Public Works about the alternative. Mr. Revell said they had discussed it in concept but it was not their first choice because any gap in the road would eventually be a problem. However, they had preliminary discussions with PUD to help fill the gap. He said that KID would include it in the application as a condition of approval so the county road system was kept whole.

Chairman Bowman asked whether public access was an issue. Mr. Revell said that approval of either option would not land lock anyone.

Commissioner Beaver said he believed there was a solution but it was not in front of the Board and he wanted to see the hearing continued and a solution worked out before coming back to the Board.

Commissioner Small said it appeared they were getting pretty close and also wanted to see about getting closer to solving this issue.

Chairman Bowman agreed and said a continuation would be appropriate.

**MOTION:** Commissioner Beaver moved to continue the public hearing for two weeks to November 8, 2011 at 9:05 a.m. Commissioner Small seconded and upon vote, the motion carried unanimously.

### **PEDA – Quarterly Update**

Charlie Bush, Prosser City Administrator, gave the PEDA quarterly update and briefly discussed the following:

- Recognized as 1 of 100 best communities for youth - one of smallest cities in United States to be named (Prosser Aquatic Center and Boys & Girls Club)
- Economic development – remains a major focus; key projects are water tower and booster pump station – (part of Comp. Plan)
- Historic Downtown Association – new clock and benches
- Walter Clore Wine & Culinary Center – working on securing private donations
- Reduced workforce by 20% through attrition at City of Prosser – now down 1 in 5 employees;
- Balanced 2012 budget but without changes would not be able to balance 2013/2014
- Wastewater treatment plant scheduled for 2013

### **E-911 Memorandum of Understanding**

Jim Barber, BCES Manager, presented the draft memorandum of understanding for Benton and Franklin to do a regional study on the 911 portion of the regionalization. He said his recommendation was a review by legal and wait until the legislative special session was complete in December to see if there would be funding by the State to complete the study.

He said the study would cost nothing if the state funded it; however, if the counties wanted to complete the study without funding by the State, it would have to be paid by Benton and Franklin Counties. He estimated the cost at no more than \$100,000.

The Board agreed to have legal review the contract.

### **Code Enforcement Update**

Steve Brown and Jackie McWherter gave an update on the improvement policies that were implemented in the Code Enforcement division of the Building Department.

Mr. Brown said that all new policies were working out great, except they still had an ongoing issue getting linked up with District Court. The issue had to do with inputting information into the program and citations were being back. He said they were trying to get it worked out and the Prosecuting Attorney's office was offering some assistance.

The Board discussed different ways to assist with getting the issue resolved. Mr. Sparks said it was not as simple as changing the software program because that might not be cost effective.

Mr. Brown said his next step was to have a meeting with the person in charge of District Court.

Additionally, he reviewed the 3<sup>rd</sup> quarter violation report showing the cases filed and resolved. Commissioner Small said he had been hearing good reports about the department and thanked them for their good work. The Board agreed.

The Board briefly recessed, reconvening at 10:16 a.m.

### **Executive Session – 3<sup>rd</sup> Quarter Litigation Update**

The Board went into executive session at 10:16 a.m. with DPA Ryan Brown for approximately 15 minutes for a 3<sup>rd</sup> quarter litigation update. Also present with Melina Wenner, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out at 10:31 a.m. Mr. Brown said the Board discussed pending litigation and took no action.

### **Unscheduled Visitors**

Malcolm Bowie said they opened up bids for the canal realignment for Piert Road (there were 13 bidders with some decent bids).

### **Commissioner Assignment Update**

#### **HB 1886 – Critical Areas**

Commissioner Small said the Board needed to decide by January 22 whether to opt in or out. He had meetings with the Farm Bureau and Conservation District and recommended Benton County research the pros and cons.

Mike Shuttleworth recommended the Planning Commission have a workshop and a public hearing in December and provide a recommendation to the Board. He said there were other agencies that could be the lead on this instead of Benton County.

The Board agreed.

#### **Horse Heaven Hills Water Project**

Commissioner Small talked about the concern regarding the 2020 sunset clause. He said they received a letter from the Dept. of Ecology and there is apparently not a 2020 clause. Mr. Fall said he reviewed the matter and felt the letter was good enough for now.

## HAIEFIC Meeting

Commissioner Beaver reported on his attendance at the HAIEFIC meeting and said the State didn't know what to do with them at this point.

## Special Legislative Session

Chairman Bowman said he met with Senator Delvin regarding the special session and things that would impact Benton County. He said this session was more critical than any other session because roughly \$2 billion would be cut. He said it was imperative that Benton County have some representation there. He stated that some counties have lobbyists and the only way Benton County would have a voice was to be there to help the legislature find solutions. Chairman Bowman proposed the Board create a new line item in Sustainable Development Fund for lobby efforts. He strongly recommended the Board approve this so that somebody could be present during the special session and that it was in the best interest of citizens of Benton County.

Commissioner Small said he knew that Commissioner Bowman did a lot of good and had a good reputation and influence but Benton County had never faced this kind of budget situation before. He said the Board previously talked about the travel budget and he was concerned so was not in favor.

Commissioner Beaver said he was not in favor of creating another line item because the reality was that the budget did not look good and he wanted the Board to set an example.

## Budget Summary

David Sparks reviewed a one-page summary of the 2011/2012 budget and the implications for the 2013/2014 budget. He discussed the following:

- 2011/2012 – approximately \$90,530 out of round since the budget was balanced
- 2013/2014 Issues/Implications
  - Gang Task Force –one-time revenue stream for 11/12; 13/14 (764,000)
  - Fines/forfeitures – down 4% - (313,000 conservative) to (626,000)
  - Intergovernmental revenues – (435,000) shortfall
  - Sales tax (stimulus money) – have to back out approx. (475,000)
  - Finance committee reported (200,000) to (300,000) short on investment interest
  - Drug Court funding (\$200,000)
  - Labor costs – every union contract, except for two are up for wages and benefits in 2012; 2013 all contracts will be up; Keith currently working on labor costs project (amount not yet calculated)
  - Since this report on 10/20/2011 – additional \$½ million shortfall for jail; tax collections issue – another (200,000) shortfall

Mr. Sparks said the Board was looking at a \$2.5 to \$3 million shortfall (amounting to 6% reduction to cover).

The Board discussed starting to cover the shortfall through attrition and not hiring any new non-essential personnel. Additionally, having conversations with elected officials and department managers regarding the budget issue.

The Board requested Mr. Sparks to send a letter to elected officials and department managers and include the one-page summary along with the highlights of the workshop.

### **Vouchers**

Check Date: 10/12/2011  
Warrant #: 43893-44300  
Taxes # 010110113, 011610111, 050110111  
Total all funds: \$862,921.84

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

### **Resolutions**

- 11-656: State Mental Health Agreement, BFCRUS-11/13-00, w/Greater Columbia Behavioral Health
- 11-657: Prepaid Inpatient Health Plan Agreement, BFCRUP-11-13-00, w/Greater Columbia Behavioral Health
- 11-658: Recovery Contract Amendment, #BENFR-MHBG-11/12-00, w/Greater Columbia Behavioral Health
- 11-659: Housing & Essential Needs Grant w/WA State Department of Commerce
- 11-660: Agreement, #11/13-SA-SCC-00 w/Somerset Counseling Center
- 11-661: Agreement, #1163-35777, w/DSHS for Developmental Disabilities
- 11-662: Agreement, #11/13-SA-FSCCS-00, w/First Steps Community Counseling Services
- 11-663: Surplus of Personal Property - Auction Agreement
- 11-664: Adoption of Budget Policies and Procedures
- 11-665: Excess Compensation for Indigent Defense Services for L Swinney
- 11-666: Contract w/Lindstrom Construction Co., LLC for Restroom Project @ Rattlesnake Mt Shooting Facility
- 11-667: County Claim CC2011-23
- 11-668: County Claim CC2011-25
- 11-669: Contract w/Our Lady of Lourdes for Occupational Health Services
- 11-670: Designation of Employer Representative w/Penser NorthAmerica
- 11-671: Purchase Authorization from Crown Paper and Janitorial, Inc.
- 11-672: National Adoption Day Proclamation
- 11-673: Interagency Agreement w/St of WA Administrative Office of the Courts for Interpreter Expenses
- 11-674: Amended Agreement w/Garda Cash Logistics for Armored Car Services
- 11-675: Agreement w/Doxo, Inc. for Digital Property Tax Statements
- 11-676: Adoption of Ordinance No. 518 – Increase in Fee Schedule for Sheriff's Office

There being no further business before the Board, the meeting adjourned at approximately 11:25 a.m.

---

Clerk of the Board

---

Chairman

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

**BACKGROUND INFORMATION**

**SUMMARY**

Animal Control vehicles are in need of some repairs and ongoing maintenance. Benton County Road Dept. is performing this work and a transfer of funds is needed to pay for the vehicle repairs and maintenance. This amount is needed to carry through the 2011-2012 budget.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 137.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, K. Mercer

## BENTON COUNTY LINE ITEM TRANSFER

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

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.230	3106	Operating Supplies	\$1,500	521.230	9103	Engineer Services	\$1,500
<b>TOTAL</b>			<b>\$1,500</b>	<b>TOTAL</b>			<b>\$1,500</b>

**Explanation:**

Transfer needed to pay for vehicle repairs performed by County Road Dept. for Animal Control vehicles. This amount is for current and future anticipated expenses.

Prepared by:  Date:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 11/01/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Reappointment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Benton and Franklin County Board of Commissioners received a notification from Mid-Columbia Library Board Chairperson of their desire to reappoint Thomas Callahan to the Mid Columbia Library Board of Trustees for a term expiring December 31, 2018.

As per law, Thomas Callahan is eligible to serve up to two (2) full terms and has indicated a willingness to serve again.

**RECOMMENDATION**

Approve the attached Joint Resolution for the reappointment of Thomas Callahan to the Mid-Columbia Library Board of Trustees.

**FISCAL IMPACT**

N/A

**MOTION**

Move to approve the Joint Resolution for the reappointment of Thomas Callahan to the Mid-Columbia Library Board of Trustees for a term commencing January 1, 2012 and terminating December 31, 2018.

**JOINT RESOLUTION**

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

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

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

**RE: REAPPOINTMENT OF THOMAS CALLAHAN TO THE MID-COLUMBIA LIBRARY BOARD OF TRUSTEES FOR A TERM EXPIRING DECEMBER 31, 2018**

**WHEREAS**, the Benton and Franklin County Board of Commissioners received notification from the Mid-Columbia Library Board Chairperson of their desire to reappoint Thomas Callahan to the Mid-Columbia Library Board of Trustees for a term expiring December 31, 2018; and

**WHEREAS**, according to law, Thomas Callahan is eligible to serve up to two (2) full terms and has indicated a willingness to serve an additional term;

**NOW, THEREFORE BE IT RESOLVED** Thomas Callahan is hereby reappointed to the Mid-Columbia Library Board of Trustees with said term commencing January 1, 2012, and expiring December 31, 2018.

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

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

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

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Leo M. Bowman, Chairman

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Shon Small, Chairman Pro Tem

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

\_\_\_\_\_  
Jim R. Beaver, Member

\_\_\_\_\_  
Member

**Attested to by:**

**Attested to by:**

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

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

Originals: FC Auditor  
BC Auditor  
Mid-Columbia Library Board

cc: Thomas Callahan  
Appointment File

## RESOLUTION

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

**IN THE MATTER OF APPROVING THE DISBURSEMENT AGREEMENT  
USE OF DISTRESSED COUNTY TAX CREDIT FUNDS BETWEEN BENTON  
COUNTY AND THE CITY OF WEST RICHLAND,**

**WHEREAS**, pursuant to Resolution 98 312, the Benton County (hereafter COUNTY) created the Distressed County Tax Credit Fund 0143-101 (hereafter DCTC), to collect sales and use tax revenue as provided by RCW 82.14.370 beginning July 1, 1998; and

**WHEREAS**, the COUNTY collected and deposited sale and use tax revenue in the DCTC Fund up to August 1, 1999; and

**WHEREAS**, the revenue received from the State of Washington and deposited into the DCTC Fund may only be used to finance public facilities; and

**WHEREAS**, the City of West Richland (hereafter CITY) owns a 7.38 acre parcel of undeveloped land at 620 Keene Road, West Richland, WA 99353; and

**WHEREAS**, the CITY intends to allow the construction of an industry specific building by a third party on such land (hereafter Belmont Industrial Center), and lease the land to a third party private industry to be used as a manufacturing facility; and

**WHEREAS**, the CITY intends to make certain infrastructure improvements (hereafter PROJECT) to it undeveloped land to facilitate its appeal to potential third parties; and

**WHEREAS**, after the PROJECT and the construction of the Belmont Industrial Center are completed, the above referenced 7.38 acres will be leased to a private manufacturer as part of the CITY'S strategic effort to create new and retain primary living wage jobs, and encourage private investments; and **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 Disbursement Agreement Use of Distressed County Tax Credit Funds; and

**BE IT FURTHER RESOLVED**, the COUNTY has agreed to distribute to the CITY up to Fifty-Five Thousand Dollars (\$55,000) for the PROJECT.

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

---

**Chairman of the Board**

---

**Chairman Pro-Tem**

---

**Member**

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

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

## **DISBURSEMENT AGREEMENT**

### **USE OF DISTRESSED COUNTY TAX CREDIT FUNDS**

This AGREEMENT, made between Benton County, (hereafter COUNTY) and City of West Richland, (hereafter CITY), is effective upon signature of both parties;

WHEREAS, pursuant to Resolution 98 312, the COUNTY created the Distressed County Tax Credit Fund 0143-101 (hereafter DCTC), to collect sales and use tax revenue as provided by RCW 82.14.370 beginning July 1, 1998;

WHEREAS, the COUNTY collected and deposited sale and use tax revenue in the DCTC Fund up to August 1, 1999;

WHEREAS, the revenue received from the State of Washington and deposited into the DCTC Fund may only be used to finance public facilities;

WHEREAS, the CITY owns a 7.38 acre parcel of undeveloped land at 620 Keene Road, West Richland, WA 99353;

WHEREAS, the CITY intends to allow the construction of an industry specific building by a third party on such land (hereafter Belmont Industrial Center), and lease the land to a third party private industry to be used as a manufacturing facility;

WHEREAS, the CITY intends to make certain infrastructure improvements to it undeveloped land to facilitate its appeal to potential third parties;

WHEREAS, to assist with the development of the facility, the CITY has requested Fifty-Five Thousand Dollars (\$55,000) from the DCTC Fund to help fund the construction of the following infrastructure for the Belmont Industrial Center: installation of 670 linear feet of sidewalk along Belmont Road, pave a driveway and parking lot for the facility, extend water lines to the facility with 500 linear feet of 10" pipe and 25 linear feet of 6" pipe, extend an existing sewer line to the facility with 392 linear feet of 12" pipe, and install one sewer manhole. The above infrastructure is depicted on Exhibit A (hereafter PROJECT);

WHEREAS, after the PROJECT and the construction of the Belmont Industrial Center are completed, the above referenced 7.38 acres will be leased to a private manufacturer as part of the CITY'S strategic effort to create new and retain primary living wage jobs, and encourage private investments;

WHEREAS, the COUNTY has agreed to distribute to the CITY up to Fifty-Five Thousand Dollars (\$55,000) the PROJECT;

NOW THEREFORE, in consideration for the mutual covenants, conditions, and terms contained herein, the said parties hereby mutually agree to the following:

1. The COUNTY agrees to reimburse the CITY for up to Fifty-Five Thousand Dollars (\$55,000) of direct costs incurred by the CITY for the PROJECT, consistent with Resolution 98 338 and Ordinance Number 332.
2. The CITY has agreed to use said funds of the DCTC Fund solely for the purpose of funding the PROJECT, and warrants that all expenditures shall comply with the limitations set forth in RCW 82.14.370.
3. The parties agree that the COUNTY will disburse funds only as reimbursement for actual, direct costs incurred by the CITY in connection with the PROJECT and that the PROJECT is scheduled to be completed by December 31, 2012.
4. The CITY will invoice the COUNTY once each month for the PROJECT costs incurred by the CITY in the prior month that are eligible for reimbursement. Such invoices shall specify the nature and amount of the costs for which reimbursement is sought. The CITY will provide a status report on the PROJECT with each invoice. All invoices shall be mailed to the following address:  
  
Benton County Commissioners  
Attention: David Sparks, County Administrator  
PO Box 190  
Prosser, WA 99350
6. The CITY shall not hold the COUNTY liable for any delay in disbursements, but the COUNTY agrees to use its best efforts to make appropriate disbursements in a reasonably timely fashion.
7. If the DCTC Funds are applied to non-eligible expenditures, the COUNTY may cease all disbursements until the CITY has repaid to the DCTC Fund all funds inappropriately expended.
8. The CITY agrees to indemnify the COUNTY from and against any claims, actions, losses, costs, penalties, damages, attorney's fees, and all other liabilities and costs of defense of any nature arising out of the COUNTY'S agreement to disburse DCTC Funds under this AGREEMENT.
9. The CITY shall not have the right to assign the rights under this AGREEMENT nor terminate its obligations hereunder otherwise without first securing the written consent of the COUNTY.
10. The COUNTY'S obligation to disburse DCTC Funds under this AGREEMENT shall terminate if the PROJECT is not completed by December 31, 2013.
11. The CITY agrees to maintain ownership of the above referenced parcel and infrastructure created as part of the PROJECT for at least ten (10) years after the

PROJECT is completed; provided, the CITY may sell the above referenced parcel and infrastructure prior to such time if it first repays to the COUNTY all funds received by the CITY under this Agreement.

BENTON COUNTY

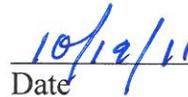
CITY OF WEST RICHLAND

\_\_\_\_\_  
Leo Bowman, Chairman



\_\_\_\_\_  
Donna Noski, Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

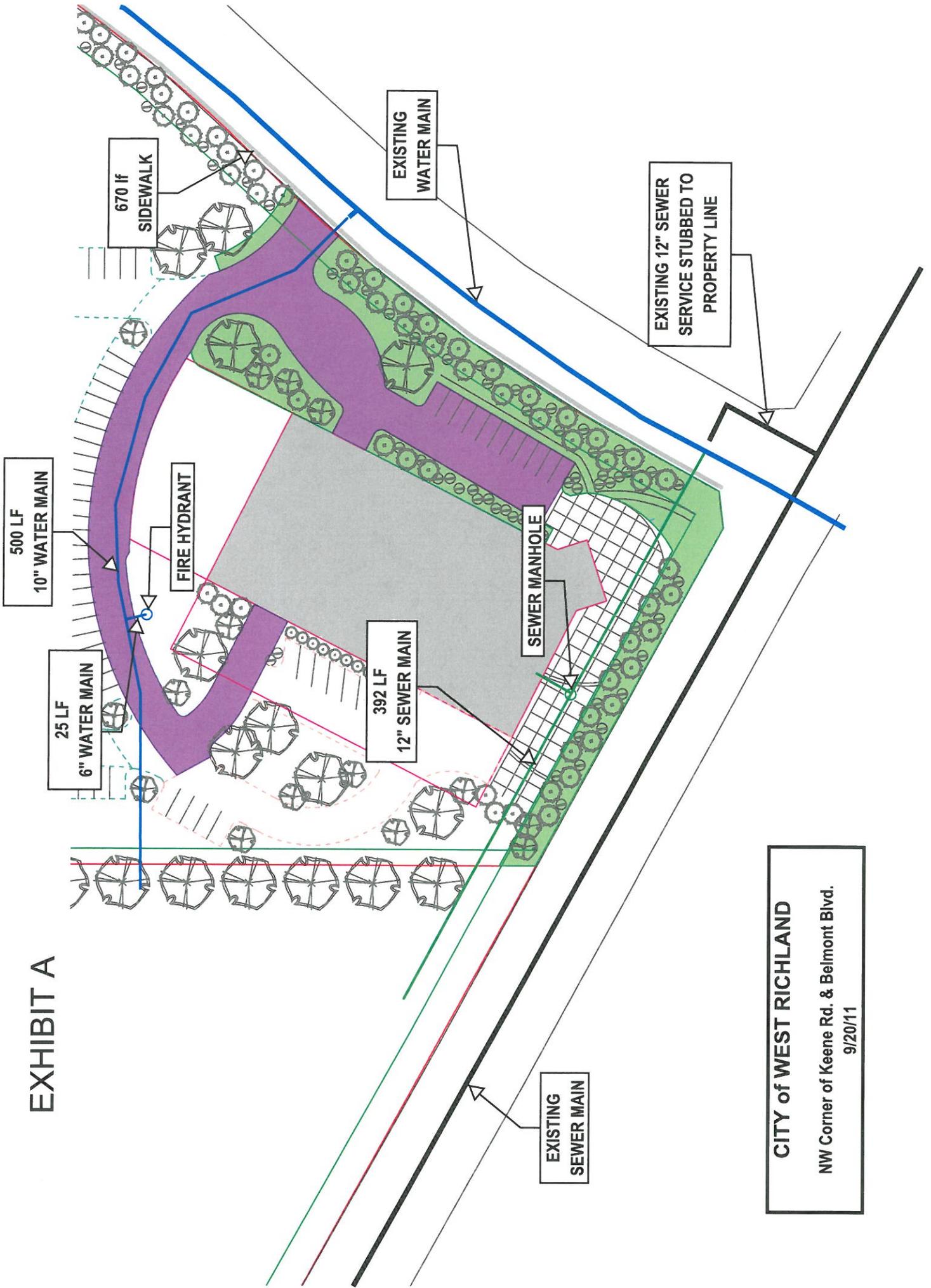
APPROVED AS TO FORM



\_\_\_\_\_  
Ryan Brown, Chief Civil Deputy Prosecutor

\_\_\_\_\_  
Date

# EXHIBIT A



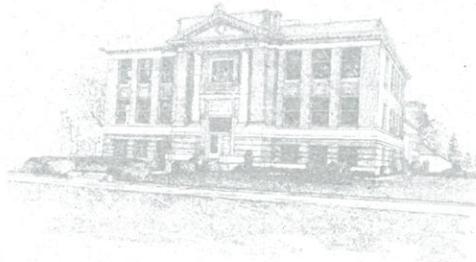
**CITY OF WEST RICHLAND**  
NW Corner of Keene Rd. & Belmont Blvd.  
9/20/11

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 1, 2011

### Redistricting Working Committee

[jgolberg@charter.net](mailto:jgolberg@charter.net) - Ms. Judy Golberg  
[tmoak@charter.net](mailto:tmoak@charter.net) - Mr. Thomas Moak  
[Derek.Anderson@co.benton.wa.us](mailto:Derek.Anderson@co.benton.wa.us) - Mr. Derek Anderson  
[daleheaston@gmail.com](mailto:daleheaston@gmail.com) - Dr. Dale Heaston  
[lebenegas@gmail.com](mailto:lebenegas@gmail.com) - Ms. Lisa Benegas  
[reginasintc@hotmail.com](mailto:reginasintc@hotmail.com) - Ms. Regina Speer  
[dskreid@frontier.com](mailto:dskreid@frontier.com) - Ms. Susan Kreid

RE: 2011 Redistricting Process

Dear Redistricting Working Committee:

The Board of Commissioners would like to thank you on another successful Redistricting Proposal. Your dedication to this task was greatly appreciated and we understand you had to meet after work hours.

There was one question as to who changes the precinct boundaries and what is the maximum number of registered voters per precinct. The County Auditor's response to this inquiry was that the Auditor's Office would take all redistricting plans (congressional, legislative, commissioner, and other local jurisdictions) and draft precinct line changes based on those new plans, following the requirements of RCW 29A.16.050 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=29A.16.050>).

Pursuant to RCW 29A.16.040 (see attached SSB 5124 (<http://apps.leg.wa.gov/documents/billdocs/2011-12/Pdf/Bills/Session%20Law%202011/5124-S.SL.pdf>) updated with the 2011 legislative session, precinct size is limited to 1500 registered voters per precinct. However, precinct sizes will vary in size based on the common jurisdictions that lie within a geographic area. Once the Auditor's Office has drafted the precinct changes, they then present a resolution to the Board of County Commissioners for approval.

Hopefully this response answered your question. If it did not or if you require further clarification or have additional questions, please contact either the County Auditor or the

Elections Supervisor using the Benton County link  
[http://www.bentonelections.com/General Election.html](http://www.bentonelections.com/General_Election.html).

We look forward to working with you when the 2020 census data has been compiled and distributed. Until then, thank you again for another great Redistricting Proposal.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

---

Leo Bowman, Chairman

---

Jim Beaver, Member

---

Shon Small, Member

Enclosed:  
Resolution 11-655

# RESOLUTION 11-655

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

**IN THE MATTER OF LOCAL GOVERNMENT REDISTRICTING AND ADOPTION OF A REDISTRICTING PLAN FOR COMMISSIONER DISTRICTS IN BENTON COUNTY, WASHINGTON**

**WHEREAS**, pursuant to RCW 29.70.100, it is the responsibility of each county comprised of commissioner districts to periodically redistrict its governmental unit based on population information from the most recent federal decennial census; and

**WHEREAS**, commissioner district boundaries were last adjusted in 2001, and substantial growth and redistribution has occurred since the last redistricting, creating an imbalance among commissioner districts in terms of population; and

**WHEREAS**, the Board of Benton County Commissioners determined it was necessary to redistrict pursuant to RCW 29.70.100 and RCW 36.32.020 in order to re-establish equal population among the three commissioner districts in Benton County, as much as it is possible; and

**WHEREAS**, a public hearing was held at 9:05 a.m. on Tuesday, October 11, 2011, and continued to 9:05 a.m. on Tuesday, October 18, 2011, for the purpose of providing notice to the public of the proposed redistricting plan and to provide the opportunity for the public to comment on said plan; and

**WHEREAS**, the continued public hearing was held at 9:05 a.m. on Tuesday, October 18, 2011; NOW, THEREFORE

**BE IT RESOLVED** that currently the Sage precinct, located in Commissioner District 3, but labeled and counted under Commissioner District 2, shall be labeled and counted under District 3; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners hereby adopts the proposed 2011 redistricting committee summary as set forth and attached hereto as Exhibit "A" as the final calculation for Benton County Commissioner Districts resulting in the following: District #1 - population of 58,389; District #2 - population of 58,430; and District #3 - population of 58,358.

Dated this ... 18 ... day of ... Oct ... , 2011 ...

Leon Burman  
Chairman of the Board

Small  
Chairman Pro Tem

James Beaver  
Member

Attest: Came McGehee  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# EXHIBIT A

## Benton County 2011 Redistricting Committee PROPOSAL

2010 Census for Benton County: 175,177  
Goal: 58,392 in each District

	District #1	District #2	District #3
At present time:	57,848	59,580	57,749
To reach goal:	add 544	delete -1,188	add 643
	<u>58,392</u>	<u>58,392</u>	<u>58,392</u>
At present time:	57,848	59,580	57,749
Delete precincts:	none	275	none
	0	-541	0
	<u>57,848</u>	<u>58,430</u>	<u>57,749</u>
Add precincts:	275 (from #2)	none	610 (from #2)
	541	0	609
Goal	58,392	58,392	58,392
With changes	<b>58,389</b>	<b>58,430</b>	<b>58,358</b>
Difference of:	<u>3</u>	<u>38</u>	<u>34</u>

Difference between the largest District and the smallest would be 72, which is statistically insignificant.

Dale Heaston Regina Speer Derek Anderson Lisa Benegas Tom Moak  
Susan Kreid, Co-Chair Judy Golberg, Chair Loretta Smith Kely, County Liaison

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	11-1-11	Execute Contract	<input checked="" type="checkbox"/>
Subject:	Collection Contract	Pass Resolution	<input checked="" type="checkbox"/>
Prepared by:	J Lahtinen	Pass Ordinance	<input type="checkbox"/>
Reviewed by:	Judge Tanner	Pass Motion	<input type="checkbox"/>
		Other	<input type="checkbox"/>
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1st Discussion	<input type="checkbox"/>
		2nd Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

Washington Collectors provides collection services for delinquent fines.

Washington Collectors has provided this service for a number of years and has provided our court with excellent service. It would be in our best interest to continue with their service.

**SUMMARY**

Benton County District Court feels it would be in their best interest to renew the existing contract with Washington Collectors.

**RECOMMENDATION**

Approve the resolution and attached contract with Washington Collectors.

**FISCAL IMPACT**

No fiscal impact

**MOTION**

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND WASHINGTON COLLECTORS FOR COLLECTION SERVICES.**

WHEREAS, Jacki Lahtinen, Benton County District Court Administrator, believes it is in the best interest of the District Court that the Collection Services Agreement between Washington Collectors and Benton County District Court be approved as presented for the term commencing January 1, 2012 and terminating December 31, 2012, **NOW, THEREFORE,**

**BE IT RESOLVED,** that the Board of Benton County Commissioners is hereby authorized to sign 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



**WASHINGTON  
COLLECTORS**  
TRI-CITIES, INC.

510 NORTH 20TH, SUITE D  
P.O. BOX 742  
PASCO, WASHINGTON 99301  
PHONE: (509) 547-9711  
FAX: (509) 547-0681  
1 (800) 877-6415

Notice of Renewal Request  
September 15<sup>th</sup>, 2011

Pursuant to the current collection service agreement, and all previous Modifications between BENTON COUNTY, a political subdivision of the State of Washington, and WASHINGTON COLLECTORS TRI-CITIES, INC., a Washington corporation, and page 6, paragraph 15 of said agreement:

Upon the mutual written consent of the parties hereto, this Agreement may be renewed for additional twelve (12) month periods with the same terms and conditions as contained herein. Notice of desire of renewal shall be given by the party desiring renewal to the other party in writing not less than ninety (90) days prior to the expiration of the term of this agreement.

COLLECTION SERVICE AGREEMENT RENEWAL for the term of January 1, 2012 through December 31, 2012, is hereby accepted and approved.

Dated this 15<sup>th</sup> day of September, 2011.

Washington Collectors Tri-Cities, Inc.

Sean Lamb, President

Dated this 21<sup>st</sup> day of October, 2011.

Benton County District Court

Presiding Judge

Benton County  
Commissioners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington ("County") and WAHSINGTON COLLECTORS TRI-CITIES, INC., a Washington Corporation ("Collectors").

WITNESSETH:

WHEREAS, the Benton County District Court is a court of limited jurisdiction pursuant to Title 3 RCW; and

WHEREAS, the District Court has criminal jurisdiction to impose fines of up to five thousand dollars (\$5,000.00) and to assess court costs and costs of prosecution; and

WHEREAS, some criminal defendants, traffic offenders and persons committing infractions have failed to pay part or all of their fines, costs and assessments, thereby placing a great burden on the administration of the criminal justice system in Benton County; and

WHEREAS, RCW 3.02.045 and RCW 19.16.500 authorize the use of collection agencies by courts of limited jurisdiction for purposes of collecting unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the courts; and

WHEREAS, Washington Collectors Tri-Cities, Inc., is a licensed collection agency pursuant to the provisions of Chapter 19.16 RCW; and

WHEREAS, the parties have worked successfully together for a number of years, and

WHEREAS, the Board of County Commissioners has determined that the public interest of obtaining services of the highest quality at the lowest cost is best served by entering into this Agreement,

NOW THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

1. **TERM.** This Agreement shall commence January 1, 2012 and terminate on December 31, 2012, unless extended by mutually executed amendment to this Agreement.
2. **SCOPE OF SERVICES.** Collectors shall do all work and furnish all equipment, labor and materials necessary to collect unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the Benton County District Court as required under this Agreement.
3. **SERVICES TO BE PERFORMED.** Collectors shall provide the following services as directed by the District Court Administrator:

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		<u>FAIRGROUNDS</u>	
Meeting Date:	11/01/2011	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	Pmt Resolution	Pass Resolution	_____	Public Hearing	_____
Prepared by:	L. Small	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	K. Mercer	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Benton County Facilities Supervisor was in the process of soliciting services for fire sprinkler systems and backflow testing for all Benton County Facilities.

SimplexGrinnell, Spokane Valley, WA contacted the Facilities Supervisor and provided information based from their State Contract that covers all services to inspect fire sprinklers, backflows, fire alarms, and fire extinguishers; plus repair and/or replace any failed equipment on all of these systems.

Benton County Facilities Supervisor was interested in entering into a contract with SimplexGrinnell in order to have all services under one contract; as we currently have different contracts for each service.

After PA's review of SimplexGrinnell's State Contract, he recommended we negotiate a contract using the Benton County Standard Service Contract due to the fact that the State Contract language was not in the County's favor; the Contractor agreed to do so.

Due to the length of time it was taking for the Contractor to review our contract, inspection services for the fire system and backflows at the Fairgrounds were needed as the B-F fair was quickly approaching. The Contractor agreed to perform said services for an amount of \$718.00 plus applicable tax.

After further negotiating the contract, the Contractor made a final decision that they were going to decline entering into a contract with Benton County due to the fact that we could not agree on contract language.

However, said inspection services had already been provided at the Fairgrounds and the services performed need to be paid.

**RECOMMENDATION**

The recommendation is to authorize payment to SimplexGrinnell in the amount of \$718.00 plus tax to pay for the fire system and backflow inspections located at the Benton County Fairgrounds.

**FISCAL IMPACT**

The total cost of the services performed, which was \$718.00 plus any applicable sales tax.

**MOTION**

Move to approve the authorization of payment in the amount of \$718.00 plus tax to SimplexGrinnell, Spokane Valley, WA for the inspection services of the fire system and backflow testing located at the Benton County Fairgrounds.

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO SIMPLEXGRINNELL FOR INSPECTION SERVICES LOCATED AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, the Benton County Facilities Supervisor was soliciting proposals for fire sprinkler systems and backflow testing for all Benton County Facilities; and

**WHEREAS**, SimplexGrinnell, Spokane Valley, WA contacted the Facilities Supervisor and sought to negotiate a contract for fire sprinklers, backflows, fire alarms and fire extinguishers based on their state contract 08008; and

**WHEREAS**, the State Contract was sent to the Benton County Prosecuting Attorney for review and due to the language in the State Contract, the Attorney recommended we negotiate a contract using Benton County's standard service contract; the Contractor agreed to do so; and

**WHEREAS**, due to extensive timing of the Contractor reviewing our contract, the fire sprinklers and backflows located at the Benton County Fairgrounds were in need of inspection with the annual fair quickly approaching; and

**WHEREAS**, the Contractor agreed to proceed with said services at the Fairgrounds for a proposal amount of \$718.00 plus applicable sales tax; and

**WHEREAS**, after further review of Benton County's standard contract, the Contractor declined to negotiate a contract with Benton County; and

**WHEREAS**, authorization for payment is needed for said services that were performed at the Fairgrounds prior a final decision being made to decline a contract with Benton County; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the payment in the amount of \$718.00 plus applicable sales tax to be paid to SimplexGrinnell, Spokane Valley, WA for the services they performed at the Benton County Fairgrounds.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #11/13-SA-NECC-00 with Nueva Esperanza Counseling Center <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Contract	<u>  X  </u>	Consent Agenda <u>  X  </u>
	Pass Resolution	<u>  X  </u>	Public Hearing _____
	Pass Ordinance	_____	1st Discussion _____
	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Nueva Esperanza Counseling Center for the 2011-2013 biennium to provide substance abuse treatment services to low income and Title 19 clients.

The agreement process was initiated on August 15, 2011; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** October 1, 2011 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**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 Department of Social and Health Services Division of Behavioral Health and Recovery. **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 #11/13-SA-NECC-00 with Nueva Esperanza Counseling 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 #11/13-SA-NECC-00 TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND NUEVA ESPERANZA COUNSELING CENTER**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Nueva Esperanza Counseling Center to provide substance abuse treatment services to low income and Title 19 clients; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Nueva Esperanza Counseling Center for the 2011-2013 biennium; and

**WHEREAS**, the agreement process was initiated on August 15, 2011; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/13-SA-NECC-00 with Nueva Esperanza Counseling Center to provide substance abuse treatment services for the 2011-2013 biennium for an agreement amount set at 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, 2013.

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:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/13-SA-NECC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Nueva Esperanza Counseling Center**, a subdivision of Tri-Cities Community Health, a Washington State Not-For-Profit Corporation, with its principal offices at 515 W. Court St., Pasco, WA 99301, (hereinafter "Contractor").

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

Contractor Contact Information:  
Joe Vela, Clinical Director  
Nueva Esperanza Counseling Center  
515 W. Court St.  
Pasco, WA 99301  
Phone: 509.545.6506  
Fax: 509.546.0520  
E-Mail: [joev@tcc-health.org](mailto:joev@tcc-health.org)

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
CFDA Number (Federal Block Grant Funding) ..... #93.959  
Title: \_\_\_\_\_  
Name of Grant: \_\_\_\_\_  
Grantor: \_\_\_\_\_

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

Consideration ..... Fee For-Service

Attachments incorporated into this Agreement  
HRSA/DBHR Service Rates Plan 11-13 ..... Attachment A  
Counties Sliding Fee Schedule ..... Attachment B

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: Interim CEO Date 10/19/2011

For Benton County:

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

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

For Franklin County:

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

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

Approved as to Content:  
  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:  
  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:  
\_\_\_\_\_  
Franklin County Prosecutor's Office

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

**BACKGROUND INFORMATION**

With the transition of mental health contracting to Greater Columbia Behavioral Health (GCBH); Shelter Plus Care is a service that had 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 \$16,365.00  
**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-NECC-00 with Nueva Esperanza Counseling 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 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-NECC-00 BETWEEN NUEVA ESPERANZA COUNSELING CENTER 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 had 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 of 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-NECC-00 with Nueva Esperanza Counseling Center for the reimbursement of expenses of eligible participants in the Shelter Plus Care Program, for a contract amount not to exceed \$16,365.00; 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-NECC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Nueva Esperanza Counseling Center**, a subdivision of Tri-Cities Community Health, a Washington State Not-For-Profit Corporation, with its principal offices at 515 West Court Street, 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](mailto:edt@gov.wa.co.benton-franklin.us)

Contractor Contact Information:  
Joe Vela, Director  
Nueva Esperanza Counseling Center  
720 W. Court #8  
Pasco, WA 99301  
Phone: 509.545.6506  
Fax: 509.546.0520

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

Consideration ..... Reimbursement for expenses not to exceed \$16,365

- 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:

  
\_\_\_\_\_

Title Interim CEO Date 10/19/2011

For Benton County:

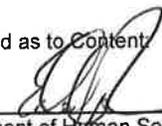
\_\_\_\_\_  
Benton County Commissioners Date

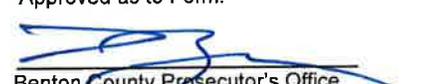
\_\_\_\_\_  
Attest: Clerk of the Board

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>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> <u>Agreement #11/13-PREV-SHCN-00 with Safe Harbor Crisis Nursery</u></p> <p><b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Contract</b>            <u>  X  </u></p> <p><b>Pass Resolution</b>           <u>  X  </u></p> <p><b>Pass Ordinance</b>           <u>      </u></p> <p><b>Pass Motion</b>                <u>      </u></p> <p><b>Other</b>                         <u>      </u></p>	<p><b>Consent Agenda</b>           <u>  X  </u></p> <p><b>Public Hearing</b>              <u>      </u></p> <p><b>1st Discussion</b>             <u>      </u></p> <p><b>2nd Discussion</b>            <u>      </u></p> <p><b>Other</b>                         <u>      </u></p>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Safe Harbor Crisis Nursery for the 2011-2013 biennium to provide substance abuse prevention services to high risk children and their caregivers.

**SUMMARY**

**Award:** Consideration shall be \$88,000.00  
**Period:** October 31, 2011 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**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 Department of Social and Health Services Division of Behavioral Health and Recovery. **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 #11/13-PREV-SHCN-00 with Safe Harbor Crisis Nursery, 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 #11/13-PREV-SHCN-00 TO PROVIDE SUBSTANCE ABUSE PREVENTION SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Safe Harbor Crisis Nursery to provide substance abuse prevention services to high risk children and their caregivers; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Safe Harbor Crisis Nursery for the 2011-2013 biennium; **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 #11/13-PREV-SHCN-00 with Safe Harbor Crisis Nursery to provide substance abuse prevention services for the 2011-2013 biennium for an agreement amount of \$88,000.00; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on October 31, 2011 and shall expire on June 30, 2013.

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:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/13-PREV-SHCN-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Safe Harbor Crisis Nursery**, a private non-profit agency, with its principal offices at 1111 N. Grant Place, Kennewick, WA 99336 (hereinafter "Contractor").

**Counties Contact Information:**

Edward 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](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Susan Delucchi, Executive Director  
**Safe Harbor Crisis Nursery**  
1111 N. Grant Place  
Kennewick, WA 99336  
Phone: 509.374.2703, *374.4902*  
E-Mail: [safeharboremail@verizon.net](mailto:safeharboremail@verizon.net)

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
CFDA Number (Federal Block Grant Funding) ..... #93.959  
Title: Block Grants for Prevention and Treatment of Substance Abuse  
Name of Grant: Substance Abuse Prevention and Treatment (SAPT) Block Grant  
Grantor: DSHS Division of Behavioral Health and Recovery (DBHR)

Agreement Start Date ..... October 31, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... \$88,000.00

Attachments incorporated into this Agreement ..... None

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

**For the Contractor:**

  
\_\_\_\_\_

Title: *Executive Director* Date *10/18/11*  
\_\_\_\_\_

**For Benton County:**

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

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

**For Franklin County:**

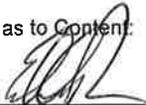
\_\_\_\_\_  
Franklin County Commissioners Date

\_\_\_\_\_  
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>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #11/13-SA-RP-01 with Recovery Pointe <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services currently contracts with Recovery Pointe to provide substance abuse treatment services to low income and Title 19 clients.

The agreement process was initiated on August 15, 2011; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** October 1, 2011 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**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 Department of Social and Health Services Division of Behavioral Health and Recovery. **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 #11/13-SA-RP-01 with Recovery Pointe, 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 #11/13-SA-RP-01 TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND RECOVERY POINTE**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Recovery Pointe to provide substance abuse treatment services to low income and Title 19 clients; and

**WHEREAS**, the agreement process was initiated on August 15, 2011; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/13-SA-RP-01 with Recovery Pointe to provide substance abuse treatment services for the 2011-2013 biennium for an agreement amount set at 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, 2013.

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:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/13-SA-RP-01**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Ste. 201 Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Recovery Pointe** a Washington LLC, with its principal offices at 503 Knight St., Suite B 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: [cdt@gov.wa.co.benton-franklin.us](mailto:cdt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Jim Mason, Director  
Recovery Pointe  
503 Knight St., Suite B  
Richland, WA 99352  
Phone: 509.943.8484 / Fax: 509.943.8483  
E-Mail: [jim.mason@recoverypointe.com](mailto:jim.mason@recoverypointe.com)

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
CFDA Number (Federal Block Grant Funding) ..... #93.959

Title: \_\_\_\_\_  
Name of Grant: \_\_\_\_\_  
Grantor: \_\_\_\_\_

Agreement Start Date..... October 1, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013

This agreement replaces Agreement #11/13-SA-RP-00. 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**

HRSA/DBHR Service Rates Plan 11-13 ..... Attachment A  
Counties Sliding Fee Schedule..... Attachment B

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: Administrator Date 10-18-11

**For Benton County:**

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

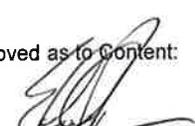
\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

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

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

**Approved as to Content:**

  
\_\_\_\_\_  
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 N</u>			
<b>Meeting Date:</b>  <b>Subject:</b> DSHS Contract Amendment #0963-68016-05 <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	___X___ ___X___ _____ _____ _____	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>	___X___ _____ _____ _____ _____

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services has a Contract with the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR) to provide substance abuse and prevention treatment services.

DBHR is decreasing the Fiscal Year 2011 Community Prevention Training funds by \$3,200.00.

The delay in the contract amendment being executed is a result of miscommunication between DBHR and Benton and Franklin Counties Department of Human Services over the final contract reduction amount; which was not given to Benton and Franklin Counties Department of Human Services until September 30, 2011.

**SUMMARY**

**Award:** Decrease \$3,200.00 for a maximum consideration of \$3,970,674.00  
**Period:** April 1, 2011 through June 30, 2011  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this amendment is provided by the Department of Social and Health Services Division of Behavioral Health and Recovery. **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 DSHS Contract Amendment #0963-68016-05 with the Department of Social and Health Services Division of Behavioral Health and Recovery and to authorize the Chair to sign on behalf of the Board.



# 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 EXECUTING DSHS CONTRACT AMENDMENT #0963-68016-05 TO DECREASE THE TOTAL CONTRACT AMOUNT BETWEEN THE DIVISION OF BEHAVIORAL HEALTH AND RECOVERY (DBHR) AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the Division of Behavioral Health and Recovery would like to amend the original contract with Benton and Franklin Counties Department of Human Services to decrease the contract amount of the Fiscal Year 2011 Community Prevention Training funds; and

**WHEREAS**, the contract amendment decreases the Fiscal Year 2011 Community Prevention Training funds by \$3,200.00; and

**WHEREAS**, the delay in the contract amendment being executed is a result of miscommunication between DBHR and Benton and Franklin Counties Department of Human Services over the final contract reduction amount; which was not given to Benton and Franklin Counties Department of Human Services until September 30, 2011; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county DSHS Contract Amendment #0963-68016-05 to decrease the Fiscal Year 2011 Community Prevention Trainings funds by \$3,200.00, for a total maximum contract amount of \$3,970,674.00; and

**BE IT FURTHER RESOLVED**, the attached amendment commences on April 1, 2011 and shall expire on June 30, 2011.

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



# CONTRACT AMENDMENT

DSHS CONTRACT NUMBER:  
0963-68016

Amendment No. 0963-68016-05

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS Department of Human Services 7102 West Okanogan Place, Suite 201 Kennewick, WA 99336-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Joel Chavez	CONTRACTOR TELEPHONE (509) 783-5284 Ext:	CONTRACTOR FAX (509) 783-5981	CONTRACTOR E-MAIL ADDRESS joelc@gov.wa.co.benton-franklin.us
DSHS ADMINISTRATION Aging and Disability Services Administration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 4011CS-63
DSHS CONTACT NAME AND TITLE Tiffany Villines Administrator		DSHS CONTACT ADDRESS Post Office Box 45330 Olympia, WA 98504-5330	
DSHS CONTACT TELEPHONE (360) 725-3726 Ext:	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL ADDRESS tiffany.villines@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBERS 93.959	
AMENDMENT START DATE 4/1/2011	CONTRACT END DATE 6/30/2011		
PRIOR MAXIMUM CONTRACT AMOUNT \$3,973,874.00	AMOUNT OF INCREASE OR DECREASE \$-3,200.00	TOTAL MAXIMUM CONTRACT AMOUNT \$3,970,674.00	
REASON FOR AMENDMENT: CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT			
<b>ATTACHMENTS.</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit A, A&R			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
Franklin County Commissioner Chair	Printed Name and Title Robert Koch, Chair Franklin County Commissioners		Date Signed
Benton County Commissioner Chair	Printed Name and Title Leo Bowman, Chair Benton County Commissioners		Date Signed
DSHS Signature	Printed Name and Title Eric Crawford, Senior Contracts Manager		Date Signed
Approved as to form:	Approved as to form:	Approved as to form:	
Ryan J Lukson Benton County Prosecuting Attorney's Office	Ryan Verhulp Franklin County Prosecuting Attorney's Office	Ed Thornbrugh Administrator, Human Services	

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. Fiscal Year 2011 Community Prevention Training funds, as described in a line item on the Award and Revenues (A&R) page under SAPT Grant-in-Aid, are decreased by \$3,200.
2. Exhibit A, Award & Revenues page, is deleted and replaced with the attached Award & Revenues page.
3. The contract maximum consideration is decreased from \$3,973,874 to \$3,970,674.

All other terms and conditions of this Contract remain in full force and effect.

**AWARD AND REVENUES  
2009-2011 Biennium**

**COUNTY Benton/Franklin**

**PROGRAM AGREEMENT NUMBER 0963-68016**

The above named County(ies), is hereby awarded the following amounts for the purposes listed

<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>		
		<u>State Fiscal Year 2010</u>	<u>State Fiscal Year 2011</u>	<u>2009-11 Biennium</u>
333.99.59	<b>SAPT Grant-in-Aid</b>	<b>\$262,900</b>	<b>\$392,810</b>	<b>\$655,710</b>
	<i>SAPT Base</i>	<i>\$153,739</i>	<i>\$269,725</i>	<i>\$423,464</i>
	<i>Prevention</i>	<i>\$103,233</i>	<i>\$117,213</i>	<i>\$220,446</i>
	<i>Community Prevention Training</i>	<i>\$5,928</i>	<i>\$5,872</i>	<i>\$11,800</i>
334.04.6X	<b>State Grant-in-Aid</b>	<b>\$1,293,818</b>	<b>\$1,216,750</b>	<b>\$2,510,568</b>
	<i>State GIA Administration</i>	<i>\$206,001</i>	<i>\$168,083</i>	<i>\$374,084</i>
334.04.6X	<b>Criminal Justice Treatment Account</b>	<b>\$264,250</b>	<b>\$296,177</b>	<b>\$560,427</b>
	<i>CJTA Base</i>	<i>\$221,498</i>	<i>\$219,009</i>	<i>\$440,507</i>
	<i>CJTA Innovative</i>	<i>\$42,752</i>	<i>\$77,168</i>	<i>\$119,920</i>
	<b>STATE - SPECIAL PROJECTS</b>	<b>\$98,151</b>	<b>\$145,818</b>	<b>\$243,969</b>
334.04.6X	TANF Treatment Services	\$33,741	\$33,741	\$67,483
334.04.6X	CA Chemical Dependency Professionals (CDPs)	\$64,410	\$26,680	\$91,090
	<b>FEDERAL GRANTS</b>			
333.97.78	TXIX -Fed Waiver for DL and ADATSA clients ONLY		\$85,397	\$85,397
<b>Total Federal Funds</b>		<b>\$262,900</b>	<b>\$392,810</b>	<b>\$655,710</b>
<b>Total State Funds</b>		<b>\$1,656,219</b>	<b>\$1,658,745</b>	<b>\$3,314,964</b>
<b>TOTAL ALL AWARDS</b>		<b>\$1,919,119</b>	<b>\$2,051,555</b>	<b>\$3,970,674</b>

County participation match programs include State Grant-in-Aid, Federal SAPT Grant-in-Aid and CJTA.

**SAPT Grant-in-Aid -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)  
Title XIX - CFDA 93.778**

**Criminal Justice Treatment Account**

Criminal Justice Treatment Account (CJTA) funds are awarded to counties by state fiscal year in accordance with OFM budget allotment distribution. However, CJTA funds are legislatively appropriated on a biennial basis.

No more than 10% of the CJTA and Drug Court award may be spent on BARS 566.11 for County Only Administration.  
No more than 10% of the CJTA and Drug Court award may be spent on BARS 566.11 for Drug Court Administration.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	November 1, 2011	Execute Contract	_____
Subject:	Work Study Program	Pass Resolution	<u>  X  </u>
Prepared by:	M.Ault	Pass Ordinance	_____
Reviewed by:	A.Miller	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  X  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

Since 1974, the Washington State Work Study Program has helped low-and middle-income students earn money for college and gain experience in areas related to their degrees or career interests. Employers receive low cost, part-time help, students earn money for college and receive valuable work experience. The Washington State Legislature funds the program as part of the higher education budget. The Higher Education Coordinating Board administers the Program.

The Prosecutor's Office contract with Columbia Basin College for a work study student has been renewed for the fiscal year of September 2011 through June 30, 2012.

**SUMMARY**

The student will work in the Prosecutor's Office and be paid minimum wage. The Prosecutor's Office will be reimbursed up to 19 hours per week at 60% of their wage by the State. This funding would into the General Fund. The rest of the wage would come the Prosecutor's Office temporary help line-item.

Not only does this benefit our office but also benefits the student who might not otherwise have the opportunity to work in County government.

**RECOMMENDATION**

We recommend the Board of County Commissioners renew the Employer Contract between the State of Washington Work Study Program and the Benton County Prosecutor's Office.

**FISCAL IMPACT**

There will be not fiscal impact to the County.

**MOTION**

That the Board of County Commissioners ratify the renewal of Employer Contract between the State of Washington Work Study Program and the Benton County Prosecutor's Office.

# RESOLUTION

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

**IN THE MATTER OF COUNTY FUNDS RE: REQUEST THE BOARD OF COUNTY COMMISSIONERS TO RATIFY THE EMPLOYER CONTRACT BETWEEN THE PROSECUTOR'S OFFICE AND THE STATE OF WASHINGTON WORK STUDY PROGRAM, and**

**WHEREAS**, Andy Miller, Benton County Prosecuting Attorney, presented a contract between the Board of County Commissioners and the State of Washington Work Study Program dated August 16, 2010, which was approved;

**WHEREAS**, As a result of the 2011 Legislative session, all State Work Study Employer contracts have been internally renewed for the 2011-2012 fiscal year (7/1/11-6/30/12);

**WHEREAS**, Andy Miller, Benton County Prosecuting Attorney, believes it is in the best interest of the Prosecutor's Office that the internal Employer Contract between the State of Washington Work Study Program, and Prosecutor's Office be approved, as presented for the term commencing September 19, 2011 and terminating on June 30, 2012.

**BE IT RESOLVED**, that the Board of County Commissioners hereby ratify the renewal of the Contract between the State of Washington Work Study Program, and Prosecutor's Office be approved, as presented for the term commencing September 19, 2011 and terminating on June 30, 2012.

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

Original: M.Ault (PA)  
cc: Commissioners, Auditor

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROADS, RE: C.E. 1951 ERR – FURNISHING AND STOCKPILING CRUSHED SCREENINGS 3/8” TO #10

WHEREAS, it is the intention of the Board of County Commissioners to produce and haul crushed screenings 3/8” to #10 from an outside source and stockpile the crushed screenings at County stockpile site SP-102, Highland Stockpile for road construction and maintenance functions; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for C.E. 1951 ERR – Furnishing and Stockpiling Crushed Screenings 3/8” to #10.

Dated this 1st day of November 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

M. Groom

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PIERT ROAD PHASE II – CID CANAL REALIGNMENT - CE 1619 CRP

WHEREAS, by resolution dated October 4, 2011, the County Engineer was authorized to schedule a bid call for PIERT ROAD PHASE II – CID CANAL REALIGNMENT - CE 1619 CRP; and

WHEREAS, bids were received and opened on October 24, 2011; and

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

WHEREAS, the low bid was submitted by Allstar, Construction Group, Inc., West Richland, Washington; and

WHEREAS, the County Engineer recommends award of the bid to Allstar Construction Group, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for PIERT ROAD PHASE II – CID CANAL REALIGNMENT - CE 1916 CRP be awarded to Allstar Construction Group, Inc., West Richland, Washington in the amount of \$236,144.53 with the total amount not to exceed \$250,000.00.

Dated this 1st day of November, 2011.

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

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

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

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

PROJECT: CE 1619 CRP - PIERT ROAD - CID Canal Realignment				ALLSTAR CONSTRUCTION GROUP, INC. P O Box 4356 West Richland, WA 99353		SELLAND CONSTRUCTION, INC. P O Box 119 Wenatchee, WA 98807		APOLLO, INC. 1133 W Columbia Drive Kennewick, WA 99336		RAY POLAND & SONS, INC. P O Box 6772 Kennewick, WA 99336		PREMIER EXCAVATION, INC. 721 S 28th Avenue Pasco, WA 99301		TAPANI UNDERGROUND, INC. P O Box 1900 Battle Ground, WA 98604	
LOCATION: BENTON COUNTY															
LET BY: BOARD OF COUNTY COMMISSIONERS															
DATE: October 24, 2011; 2:00 p.m., Local Time															
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	L.S.	L.S.	Lump Sum	5,614.00	Lump Sum	2,500.00	Lump Sum	25,770.00	Lump Sum	15,000.00	Lump Sum	35,000.00	Lump Sum	25,000.00
2	S P C C PLAN	L.S.	L.S.	Lump Sum	3,955.00	Lump Sum	25.00	Lump Sum	2,687.00	Lump Sum	100.00	Lump Sum	1,500.00	Lump Sum	500.00
3	CLEARING AND GRUBBING	L.S.	L.S.	Lump Sum	6,645.00	Lump Sum	2,500.00	Lump Sum	2,610.00	Lump Sum	5,400.00	Lump Sum	5,760.00	Lump Sum	1,300.00
4	REMOVAL OF STRUCTURE AND OBSTRUCTION	L.S.	L.S.	Lump Sum	1,485.00	Lump Sum	1,000.00	Lump Sum	491.00	Lump Sum	1,000.00	Lump Sum	1,500.00	Lump Sum	1,000.00
5	REMOVING EXISTING PIPE	183.0	L.F.	1.94	355.02	10.00	1,830.00	3.00	549.00	2.00	366.00	2.73	499.59	7.00	1,281.00
6	DITCH EXCAVATION INCL. HAUL	1,300.0	C.Y.	7.57	9,841.00	6.00	7,800.00	6.40	8,320.00	5.00	6,500.00	21.69	28,197.00	5.00	6,500.00
7	COMMON BORROW INCL. HAUL	3,780.0	C.Y.	6.92	26,157.60	14.00	52,920.00	7.50	28,350.00	5.00	18,900.00	5.06	19,126.80	8.00	30,240.00
8	EMBANKMENT COMPACTION	3,530.0	C.Y.	5.35	18,885.50	1.00	3,530.00	1.50	5,295.00	2.00	7,060.00	4.69	16,555.70	3.00	10,590.00
9	CRUSHED SURFACING TOP COURSE	585.0	TON	18.52	10,834.20	14.00	8,190.00	15.25	8,921.25	17.50	10,237.50	25.43	14,876.55	17.00	9,945.00
10	QUARRY SPALLS	6.0	C.Y.	139.41	836.46	90.00	540.00	44.30	265.80	100.00	600.00	75.00	450.00	20.00	120.00
11	CEMENT CONCRETE CANAL LINER	1,119	L.F.	56.37	63,078.03	56.00	62,664.00	67.15	75,140.85	84.00	93,996.00	45.26	50,645.94	79.00	88,401.00
12	CAST IN PLACE INLET TRANSITION	L.S.	L.S.	Lump Sum	10,496.00	Lump Sum	17,000.00	Lump Sum	11,519.00	Lump Sum	12,327.00	Lump Sum	9,883.00	Lump Sum	11,900.00
13	CAST IN PLACE OUTLET TRANSITION	L.S.	L.S.	Lump Sum	9,973.00	Lump Sum	15,000.00	Lump Sum	10,264.00	Lump Sum	10,327.00	Lump Sum	7,308.00	Lump Sum	11,400.00
14	PRECAST CONCRETE BOX CULVERT 6' x 6'	150	L.F.	394.22	59,133.00	350.00	52,500.00	409.00	61,350.00	445.00	66,750.00	372.33	55,849.50	352.00	52,800.00
15	GRAVITY BLOCK WALL	L.S.	L.S.	Lump Sum	1,040.00	Lump Sum	1,000.00	Lump Sum	300.00	Lump Sum	500.00	Lump Sum	1,800.00	Lump Sum	1,000.00
16	CONNECT TO EXISTING PIPE	2	EA	270.42	540.84	1,000.00	2,000.00	164.00	328.00	250.00	500.00	750.00	1,500.00	815.00	1,630.00
17	PVC PIPE FOR IRRIGATION 6 INCH DIAMETER	50	L.F.	11.20	560.00	28.00	1,400.00	11.50	575.00	20.00	1,000.00	20.00	1,000.00	17.00	850.00
18	SHORING - TRENCH SAFETY SYSTEM	50	L.F.	0.17	8.50	0.01	0.50	1.00	50.00	2.00	100.00	2.00	100.00	1.00	50.00
19	GATE VALVE 6 INCH	2	EA	1,053.69	2,107.38	1,000.00	2,000.00	823.00	1,646.00	750.00	1,500.00	1,200.00	2,400.00	700.00	1,400.00
20	SEEDING, FERTILIZING, AND MULCHING	1	ACRE	2,469.00	2,469.00	1,500.00	1,500.00	2,130.00	2,130.00	2,500.00	2,500.00	2,100.00	2,100.00	2,800.00	2,800.00
21	TRIMMING AND CLEANUP	L.S.	L.S.	Lump Sum	2,130.00	Lump Sum	1,000.00	Lump Sum	1,328.00	Lump Sum	2,500.00	Lump Sum	2,000.00	Lump Sum	275.00
<b>TOTAL</b>				<b>236,144.53</b>		<b>236,899.50</b>		<b>247,889.90</b>		<b>257,163.50</b>		<b>258,052.08</b>		<b>258,982.00</b>	

PROJECT: CE 1619 CRP - PIERT ROAD - CID Canal Realignment				BIG D's CONSTRUCTION OF THE TRI-CITIES 3902 N Swallow Avenue Pasco, WA 99301		ROTSCHY, INC. 9210 NE 62nd Avenue Vancouver, WA 98665		WILLIAM CHARLES WEST 5920 West Clearwater Ave Suite 201 Kennewick, WA 99336		KRCI, LLC. P O Box 5120 Wenatchee, WA 98807		WEST COMPANY, INC. P O Box 519 Airway Heights, WA 99001		A & B ASPHALT, INC. P O Box 5280 Benton City, WA 99320	
LOCATION: BENTON COUNTY															
LET BY: BOARD OF COUNTY COMMISSIONERS															
DATE: October 24, 2011; 2:00 p.m., Local Time															
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	L.S.	L.S.	Lump Sum	5,000.00	Lump Sum	24,750.00	Lump Sum	20,225.00	Lump Sum	28,000.00	Lump Sum	30,000.00	Lump Sum	13,400.00
2	S P C C PLAN	L.S.	L.S.	Lump Sum	250.00	Lump Sum	550.00	Lump Sum	500.00	Lump Sum	300.00	Lump Sum	500.00	Lump Sum	500.00
3	CLEARING AND GRUBBING REMOVAL OF STRUCTURE AND OBSTRUCTION	L.S.	L.S.	Lump Sum	6,000.00	Lump Sum	2,400.00	Lump Sum	1,975.00	Lump Sum	6,000.00	Lump Sum	1,500.00	Lump Sum	5,000.00
4	REMOVING EXISTING PIPE	183.0	L.F.	14.00	2,562.00	6.00	1,098.00	4.75	869.25	10.00	1,830.00	10.00	1,830.00	6.55	1,198.65
6	DITCH EXCAVATION INCL. HAUL	1,300.0	C.Y.	6.00	7,800.00	4.00	5,200.00	11.30	14,690.00	13.00	16,900.00	4.50	5,850.00	10.50	13,650.00
7	COMMON BORROW INCL. HAUL	3,780.0	C.Y.	11.00	41,580.00	8.00	30,240.00	9.00	34,020.00	8.00	30,240.00	3.00	11,340.00	23.56	89,056.80
8	EMBANKMENT COMPACTION	3,530.0	C.Y.	3.00	10,590.00	2.00	7,060.00	1.15	4,059.50	4.50	15,885.00	10.00	35,300.00	1.25	4,412.50
9	CRUSHED SURFACING TOP COURSE	585.0	TON	15.00	8,775.00	31.50	18,427.50	18.70	10,939.50	14.00	8,190.00	17.00	9,945.00	20.00	11,700.00
10	QUARRY SPALLS	6.0	C.Y.	50.00	300.00	97.00	582.00	250.00	1,500.00	110.00	660.00	60.00	360.00	30.00	180.00
11	CEMENT CONCRETE CANAL LINER	1,119	L.F.	63.00	70,497.00	60.00	67,140.00	63.25	70,776.75	63.00	70,497.00	100.00	111,900.00	66.75	74,693.25
12	CAST IN PLACE INLET TRANSITION	L.S.	L.S.	Lump Sum	14,800.00	Lump Sum	18,000.00	Lump Sum	10,960.00	Lump Sum	19,000.00	Lump Sum	7,500.00	Lump Sum	10,108.00
13	CAST IN PLACE OUTLET TRANSITION	L.S.	L.S.	Lump Sum	14,800.00	Lump Sum	18,000.00	Lump Sum	10,750.00	Lump Sum	19,000.00	Lump Sum	7,500.00	Lump Sum	10,108.00
14	PRECAST CONCRETE BOX CULVERT 6' x 6'	150	L.F.	357.00	53,550.00	380.00	57,000.00	510.00	76,500.00	450.00	67,500.00	500.00	75,000.00	400.00	60,000.00
15	GRAVITY BLOCK WALL	L.S.	L.S.	Lump Sum	2,800.00	Lump Sum	1,050.00	Lump Sum	412.00	Lump Sum	700.00	Lump Sum	500.00	Lump Sum	450.00
16	CONNECT TO EXISTING PIPE	2	EA	250.00	500.00	325.00	650.00	196.00	392.00	700.00	1,400.00	350.00	700.00	300.00	600.00
17	PVC PIPE FOR IRRIGATION 6 INCH DIAMETER	50	L.F.	25.00	1,250.00	29.00	1,450.00	32.25	1,612.50	30.00	1,500.00	25.00	1,250.00	36.00	1,800.00
18	SHORING - TRENCH SAFETY SYSTEM	50	L.F.	2.00	100.00	15.00	750.00	8.00	400.00	5.00	250.00	50.00	2,500.00	1.00	50.00
19	GATE VALVE 6 INCH	2	EA	800.00	1,600.00	1,200.00	2,400.00	1,150.00	2,300.00	1,500.00	3,000.00	1,200.00	2,400.00	800.00	1,600.00
20	SEEDING, FERTILIZING, AND MULCHING	1	ACRE	1,200.00	1,200.00	2,500.00	2,500.00	3,000.00	3,000.00	1,000.00	1,000.00	1,500.00	1,500.00	2,500.00	2,500.00
21	TRIMMING AND CLEANUP	L.S.	L.S.	Lump Sum	10,000.00	Lump Sum	1,000.00	Lump Sum	2,700.00	Lump Sum	1,000.00	Lump Sum	1,500.00	Lump Sum	4,500.00
<b>TOTAL</b>				<b>259,954.00</b>		<b>261,747.50</b>		<b>271,331.50</b>		<b>295,352.00</b>		<b>311,375.00</b>		<b>313,007.20</b>	

PROJECT: CE 1619 CRP - PIERT ROAD - CID Canal Realignment				FOWLER GENERAL CONSTRUCTION, INC. 2161 Henderson Loop Richland, WA 99354		ENGINEER'S ESTIMATE							
LOCATION: BENTON COUNTY													
LET BY: BOARD OF COUNTY COMMISSIONERS													
DATE: October 24, 2011; 2:00 p.m., Local Time													
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	L.S.	L.S.	Lump Sum	16,000.00	Lump Sum	22,000.00						
2	S P C C PLAN	L.S.	L.S.	Lump Sum	500.00	Lump Sum	500.00						
3	CLEARING AND GRUBBING	L.S.	L.S.	Lump Sum	6,200.00	Lump Sum	3,000.00						
4	REMOVAL OF STRUCTURE AND OBSTRUCTION	L.S.	L.S.	Lump Sum	2,500.00	Lump Sum	600.00						
5	REMOVING EXISTING PIPE	183.0	L.F.	7.00	1,281.00	6.00	1,098.00						
6	DITCH EXCAVATION INCL. HAUL	1,300.0	C.Y.	5.00	6,500.00	7.50	9,750.00						
7	COMMON BORROW INCL. HAUL	3,780.0	C.Y.	13.00	49,140.00	10.00	37,800.00						
8	EMBANKMENT COMPACTION	3,530.0	C.Y.	4.00	14,120.00	2.00	7,060.00						
9	CRUSHED SURFACING TOP COURSE	585.0	TON	18.00	10,530.00	25.00	14,625.00						
10	QUARRY SPALLS	6.0	C.Y.	100.00	600.00	150.00	900.00						
11	CEMENT CONCRETE CANAL LINER	1,119	L.F.	92.00	102,948.00	75.00	83,925.00						
12	CAST IN PLACE INLET TRANSITION	L.S.	L.S.	Lump Sum	18,200.00	Lump Sum	11,475.00						
13	CAST IN PLACE OUTLET TRANSITION	L.S.	L.S.	Lump Sum	18,200.00	Lump Sum	10,625.00						
14	PRECAST CONCRETE BOX CULVERT 6' x 6'	150	L.F.	425.00	63,750.00	650.00	97,500.00						
15	GRAVITY BLOCK WALL	L.S.	L.S.	Lump Sum	1,000.00	Lump Sum	900.00						
16	CONNECT TO EXISTING PIPE	2	EA	700.00	1,400.00	200.00	400.00						
17	PVC PIPE FOR IRRIGATION 6 INCH DIAMETER	50	L.F.	46.00	2,300.00	23.00	1,150.00						
18	SHORING - TRENCH SAFETY SYSTEM	50	L.F.	5.00	250.00	1.00	50.00						
19	GATE VALVE 6 INCH	2	EA	940.00	1,880.00	500.00	1,000.00						
20	SEEDING, FERTILIZING, AND MULCHING	1	ACRE	2,500.00	2,500.00	2,500.00	2,500.00						
21	TRIMMING AND CLEANUP	L.S.	L.S.	Lump Sum	4,000.00	Lump Sum	1,000.00						
<b>TOTAL</b>				<b>323,799.00</b>		<b>307,858.00</b>							

o. Authorization for Contract w/Riggle Plumbing, Inc to Re-Route Underground Compressed Air Lines @ Kennewick Road Maintenance Shop

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>AGENDA</u>
Meeting Date: <u>Nov. 1, 2011</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Kenn Shop Air Lines</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>ljm</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The air lines running from the existing air compressor at the Kennewick Road Maintenance Shop at 1709 S. Ely St., Kennewick, Washington are currently under the concrete slab floor. These compressed air lines are leaking and need to be fixed or replaced. Fixing the existing lines would mean breaking up the concrete slab floor of the shop. It has been determined that a better solution would be to re-pipe the compressed air lines to above the concrete slab floor. Therefore proposals were solicited from the only two contractors in the area on the Small Works Roster that had the ability to do the job. These contractors were Apollo Mechanical Contractors and Riggle Plumbing, both from Kennewick. The proposal amounts were Apollo Mechanical Contractors - \$9,169.00 plus WSST and Riggle Plumbing - \$3,108.00 plus WSST. Therefore the County Engineer recommends that a contract be prepared with Riggle Plumbing to re-route the compressed air lines to overhead lines.

**SUMMARY**

The existing compressed air lines at the Kennewick Road Maintenance Shop are under the concrete slab floor and are leaking. Since the concrete slab floor would have to be broken up to fix these air lines, it has been determined that the best solution is to bring new air lines above the concrete slab floor. Proposals were solicited and the County Engineer recommends that a contract be prepared with Riggle Plumbing of Kennewick, Washington to re-route the underground compressed air lines to overhead lines in the amount of \$3,108.00 plus WSST with the total contract amount not to exceed \$5,000.00 including WSST.

**RECOMMENDATION**

Authorize the Public Works staff to prepare a contract for Board approval for all labor, equipment and materials with Riggle Plumbing, Inc., Kennewick Washington 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 amount of \$3,108.00 plus WSST with the total contract amount not to exceed \$5,000.00 including WSST.

**FISCAL IMPACT**

An amount not exceeding \$5,000.00 from the ER & R Fund.

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PREPARATION OF A CONTRACT FOR ALL LABOR, EQUIPMENT AND MATERIALS TO RE-ROUTE UNDERGROUND COMPRESSED AIR LINES TO OVERHEAD LINES AT THE KENNEWICK ROAD MAINTENANCE SHOP AT 1709 S. ELY ST., KENNEWICK, WASHINGTON

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 air lines for the compressed air in the Kennewick Road Maintenance Shop are under the concrete slab floor; and

WHEREAS, the air lines are leaking and need to be fixed or replaced; and

WHEREAS, the concrete slab floor would have to be broken up in order for the lines to be fixed; and

WHEREAS, it has been determined by the County Engineer the air lines need to be re-routed above the concrete slab floor; and

WHEREAS, the following proposals were solicited for all labor, equipment and materials to re-route the underground compressed air lines to overhead lines from the following contractors on the Benton County Small Works Roster:

Apollo Mechanical Contractors, Kennewick, WA APOLLSM187MK	\$9,169.00 plus WSST
Riggle Plumbing, Inc., Kennewick, WA RIGGLPI066CM	\$3,108.00 plus WSST;

and

WHEREAS, the County Engineer recommends that a contract be prepared with Riggle Plumbing, Inc., Kennewick, Washington; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes Public Works staff to prepare a contract for Board approval for all labor, equipment and materials with Riggle Plumbing, Inc. Kennewick, Washington 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 amount of \$3,108.00, plus Washington State Sales Tax, with the total contract amount not to exceed \$5,000.00 including Washington State Sales Tax.

Dated this 1st day of November 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

L. Moser

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	November 1, 2011	Execute Contract	_____
Subject:	Crown Paper Purchases - Sheriff	Pass Resolution	X_____
		Pass Ordinance	_____
Prepared by:	<u>D Pettey</u>	Pass Motion	_____
Reviewed by:	<u>Keith Mercer</u>	Other	_____
		Consent Agenda	___X___
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office purchases various items from Crown Paper, Walla Walla, WA throughout the year.

The total amount purchased throughout the year usually exceeds \$5,000.

The prices for the various items purchased constantly fluctuate throughout the year due to the nature of the items and the state of the economy.

**SUMMARY**

**RECOMMENDATION**

The Sheriff's Office recommends authorizing purchases from Crown Paper in an amount not to exceed \$20,000, provided that quotes from at least three vendors accompanies the voucher (for each purchase) presented to the Auditor's Office, which shows that Crown Paper is the lowest vendor for the items being purchased.

**FISCAL IMPACT**

The total purchases shall not exceed \$20,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM CROWN PAPER AND JANITORIAL SUPPLY, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, the Benton County Sheriff's Office purchases various items from Crown Paper and Janitorial Supply, Inc., Walla Walla, WA throughout the year; and

WHEREAS, the total amount purchased throughout the year usually exceeds \$5,000; and

WHEREAS, the prices for the various items purchased constantly fluctuate throughout the year due to the nature of the items and the state of the economy; and

WHEREAS, the Sheriff's Office recommends authorizing purchases from Crown Paper and Janitorial Supply, Inc. in an amount not to exceed \$20,000, provided that quotes from at least three (3) vendors accompanies the voucher (for each purchase) presented to the Auditor's Office, which shows that Crown Paper and Janitorial Supply, Inc. is the lowest vendor for the items being purchased; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Sheriff's Office recommendation and hereby authorizes purchases from Crown Paper and Janitorial Supply, Inc., Walla Walla, WA from November 1, 2011 through December 31, 2012 with the total amount payable not to exceed \$20,000.00 including WSST; and

BE IT FURTHER RESOLVED, quotes from at least three (3) vendors will accompany the voucher (for each purchase) presented to the Auditor's Office, which will show that Crown Paper and Janitorial Supply, Inc. is the lowest vendor for the items being purchased.

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>		q. Purchase Authorization from Columbia Basin Paper & Supply	
Meeting Date:	November 1, 2011	Execute Contract	_____	Consent Agenda	__X__
Subject:	Columbia Basin Paper Purchases - Sheriff	Pass Resolution	X__	Public Hearing	_____
Prepared by:	D Pettey	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Keith Mercer	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office purchases various items from Columbia Basin Paper & Supply, Pasco, WA throughout the year.

The total amount purchased throughout the year usually exceeds \$5,000.

The prices for the various items purchased constantly fluctuate throughout the year due to the nature of the items and the state of the economy.

**SUMMARY**

**RECOMMENDATION**

The Sheriff's Office recommends authorizing purchases from Columbia Basin Paper & Supply in an amount not to exceed \$20,000, provided that quotes from at least three vendors accompanies the voucher (for each purchase) presented to the Auditor's Office, which shows that Columbia Basin Paper & Supply is the lowest vendor for the items being purchased.

**FISCAL IMPACT**

The total purchases shall not exceed \$20,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM COLUMBIA BASIN PAPER & SUPPLY FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, the Benton County Sheriff's Office purchases various items from Columbia Basin Paper & Supply, Pasco, WA throughout the year; and

WHEREAS, the total amount purchased throughout the year usually exceeds \$5,000; and

WHEREAS, the prices for the various items purchased constantly fluctuate throughout the year due to the nature of the items and the state of the economy; and

WHEREAS, the Sheriff's Office recommends authorizing purchases from Columbia Basin Paper & Supply in an amount not to exceed \$20,000, provided that quotes from at least three (3) vendors accompanies the voucher (for each purchase) presented to the Auditor's Office, which shows that Columbia Basin Paper & Supply is the lowest vendor for the items being purchased; **NOW, THEREFORE,**

**BE IT RESOLVED,** by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Sheriff's Office recommendation and hereby authorizes purchases from Columbia Basin Paper & Supply, Pasco, WA from November 1, 2011 through December 31, 2012 with the total amount payable not to exceed \$20,000.00 including WSST; and

**BE IT FURTHER RESOLVED,** quotes from at least three (3) vendors will accompany the voucher (for each purchase) presented to the Auditor's Office, which will show that Columbia Basin Paper & Supply is the lowest vendor for the items being purchased.

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 1, 2011	Execute Contract	_____	Consent Agenda	___X__
Subject:	Airgas Safety Purchases - Sheriff	Pass Resolution	X__	Public Hearing	_____
Prepared by:	<u>D Pettey</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Keith Mercer</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office purchases various items from Airgas Safety, Inc., Whittier, CA throughout the year.

The total amount purchased throughout the year usually exceeds \$5,000.

The prices for the various items purchased constantly fluctuate throughout the year due to the nature of the items and the state of the economy.

**SUMMARY**

**RECOMMENDATION**

The Sheriff's Office recommends authorizing purchases from Airgas Safety, Inc. in an amount not to exceed \$20,000, provided that quotes from at least three vendors accompanies the voucher (for each purchase) presented to the Auditor's Office, which shows that Airgas Safety, Inc. is the lowest vendor for the items being purchased.

**FISCAL IMPACT**

The total purchases shall not exceed \$20,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM AIRGAS SAFETY, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, the Benton County Sheriff's Office purchases various items from Airgas Safety, Inc., Whittier, CA throughout the year; and

WHEREAS, the total amount purchased throughout the year usually exceeds \$5,000; and

WHEREAS, the prices for the various items purchased constantly fluctuate throughout the year due to the nature of the items and the state of the economy; and

WHEREAS, the Sheriff's Office recommends authorizing purchases from Airgas Safety, Inc. in an amount not to exceed \$20,000, provided that quotes from at least three (3) vendors accompanies the voucher (for each purchase) presented to the Auditor's Office, which shows that Airgas Safety, Inc. is the lowest vendor for the items being purchased; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Sheriff's Office recommendation and hereby authorizes purchases from Airgas Safety, Inc., Whittier, CA from November 1, 2011 through December 31, 2012 with the total amount payable not to exceed \$20,000.00 including WSST; and

BE IT FURTHER RESOLVED, quotes from at least three (3) vendors will accompany the voucher (for each purchase) presented to the Auditor's Office, which will show that Airgas Safety, Inc. is the lowest vendor for the items being purchased.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11/01/2011</u> Subject: <u>Line Item Transfer</u> <u>Sheriff Patrol-</u> <u>Dept 121</u>	Execute Contract _____ Pass Resolution <u>  X  </u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u>  X  </u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: <u>J Thompson</u> Reviewed by: <u>J Thompson</u> 		

**BACKGROUND INFORMATION / SUMMARY**

Line item transfer needed to allow for proper coding of color clock radio camera with DVR for Patrol investigative related services.

**RECOMMENDATION**

Approve attached line item transfer

**FISCAL IMPACT**

- \$0.00 – Part of the approved 2011/2012 biennium budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL  
DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2011  
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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Patrol      Dept Nbr: 121  
 Fund Name: Current Expense      Fund Nbr: 0000-101

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.910	3101	Office Supplies	\$511	521.210	3501	Small Item - Equipment	\$511
TOTAL			\$511	TOTAL			\$511

**Explanation:**

Line item transfer needed to allow for proper coding of color clock radio camera w/DVR for Patrol investigative related services.

Prepared by: Julie Thompson      Date: 24-Oct-2011

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: COMPREHENSIVE SIX-YEAR ROAD PROGRAM, 2012 -2017

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

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2012 through 2017 shall be adopted prior to adoption of annual budget, after one or more public hearings; and

WHEREAS, a public hearing on said six-year plan/road program was held on November 1, 2011; and

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

BE IT RESOLVED that the Six-Year Road Program for the period of 2012 through 2017 is hereby approved.

Dated this 1st 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.

MJB:slc

**BENTON COUNTY SIX-YEAR ROAD PROGRAM  
FINANCIAL PROJECTION 2012-2017**

**-REVENUES-**

<u>Item</u>		<u>Revenue</u>
Carryover (January 1, 2012)		\$1,000,000
Property Taxes (Prior to Diversion)		33,566,168
Motor Vehicle Fuel Tax:		
Road Fund #0101-101		19,675,722
CRID's		1,700,000
State Grants:		
UCP-TIB (formerly TPP; TIA)	1,400,000	
CAPP	2,362,346	
FMSIB	459,000	
RAP	6,674,000	\$10,895,346
Federal Grants:		
FHWA APP	0	
STP/R: Rural	1,037,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	825,000	
STP/XP: Railroad	60,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	1,922,000
Public Works Trust Fund Loan		0
Other Funds		108,000
Operating Transfer-In		
County Road Improvement Matching Program Fund #0101-102		4,365,000
Paths & Trails Reserve Fund #0114-101		60,000
Interest on Road Fund		45,000
<b>TOTAL ANTICIPATED REVENUES</b>		<b>\$73,337,236</b>

**-EXPENSES-**

<u>Item</u>		<u>Expenditures</u>
Traffic Policing (Diverted Property Taxes)		\$2,928,233
Preservation (less CAPP)		12,798,409
Maintenance		24,618,000
Administration		7,085,234
Operations		4,552,762
Construction:		
Road Fund #0101-101 (less PWTF P&I Pymt)		2,750,000
County Road Improvement Matching Program Fund #0101-102		4,365,000
Paths & Trails Reserve Fund #0114-101		60,000
CRID's		1,700,000
State Grants:		
UCP-TIB (formerly TPP; TIA)	1,400,000	
CAPP	2,362,346	
FMSIB	459,000	
RAP	6,674,000	\$10,895,346
Federal Grants:		
FHWA APP	0	
STP/R: Rural	1,037,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	825,000	
STP/XP: Railroad	60,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	1,922,000
Public Works Trust Fund Loan P & I Repayment		1,251,000
Other Funds		108,000
Unknown Funding Sources		29,370,000
<b>TOTAL ANTICIPATED EXPENDITURES</b>		<b>\$104,403,984</b>

Under - (Over) - Expended **(\$31,066,748)**

2012 - 2017 ROAD PROGRAM

PRIOR ITY	PROJECT	LENGTH (mi)	COST EST	COUNTY					STATE			FEDERAL			UNKNOWN FUNDING SOURCE	CONSTRUCTION			
				ROAD FUND			CONTRIBUTIONS		TIB	FMSIB	CRAB	BFCOG	WSDOT	FHWA		2012	2013	2014	2015 to 2017
				PT & MVFT	P&T R	CRIMP	AMT	SOURCE	UCP		RAP	STP/R&U	STP/E&H	HPP					
<b>POTENTIAL NEW ROADS</b>																			
1	PIERT RD: SR 397 to Bowles	1.8	2,900	141		900				1,400	459				0	2,900			
2	CRID: ANTINORI RD: Sunset to Col Solare Winery	0.9	1,700				1,700	Bond							0	1,700			
3	COFFIN RD: Nine Canyon to Meals	4.5	4,500												4,500				4,500
4	HILDEBRAND: Kennewick City Limits to 10th Avenue	0.3	419												419				419
	Subtotal		9,519	141	0	900	1,700			1,400	459	0	0	0	4,919	4,600	0	0	4,919
<b>RURAL ARTERIAL PROGRAM</b>																			
5	CLODFELTER RD: Bentley to C. Williams	2.8	1,805	565		320						920			0	1,805			
6	LOCUST GROVE RD: Clodfelter to Edwards	1.5	995	310		215						470			0	995			
7	NINE CANYON RD: Mills to SR 397	3.3	3,600	359		500						2,741			0	100	1845	1655	
8	NINE CANYON RD: Beck to Mills	2.6	3,200	307		350						2,543			0	100	1626	1474	
9	NINE CANYON RD: Coffin to Beck	3.0	3,500	100		300									3,100		50	50	3,400
10	MEALS RD: Beginning of Pavement to Ayers	2.5	2,717	50		300									2,367		25	25	2,667
11	FINLEY RD: End of Pavement to SR 397	2.5	2,718	50		300									2,368			50	2,668
12	KNOX RD: District Line to Truhlicka	2.3	2,500	50		300									2,150			50	2,450
13	KNOX RD: Truhlicka to OIEH	2.1	2,283	50		300									1,933			50	2,233
14	CASE RD: OIEH to Hanks	2.3	2,500	50		300									2,150			50	2,450
	Subtotal		25,818	1,891	0	3,185	0			0	0	6,674	0	0	14,068	3,000	3,546	3,404	15,868
<b>PAVED ROAD UPGRADES</b>																			
15	TRAVIS RD: Sellards to Henson	3.2	1,750	50		280							737		683	1,750			
16	SELLARDS RD: SR 221 to Travis	7.0	4,650	50									300		4,300		25	25	4,600
17	BERT JAMES RD: Sellards to SR 221	4.0	4,150	50											4,100			25	4,125
18	OLYMPIA STREET: SR-397 to Kennewick City Limits	0.5	118	118											0	118			
	Subtotal		10,668	268	0	280	0	0	0	0	0	0	1,037	0	9,083	1,868	25	50	8,725
<b>ENHANCEMENT &amp; SAFETY PROJECTS</b>																			
19	JOHNSON RD/GRIFFIN RD: Intersection Improvements	0.5	1,000												1,000				1,000
20	BADGER RD/WISER PARKWAY: Storage Lane	0.1	300												300				300
21	Benton County Run-Off-Road & Interesection Safety Project		1,125			300								825	0	400	725		
	Subtotal		2,425			300	0	0	0	0	0	0	0	825	1,300	400	725	0	1,300
<b>ANNUAL PROGRAMS &amp; MISCELLANEOUS PROJECTS</b>																			
22	PAVED ROAD UPGRADE PROJECTS		60			60									0	10	10	10	30
23	GRAVEL ROAD PAVING PROJECTS		60			60									0	10	10	10	30
24	PATHS & TRAILS		60				60								0	10	10	10	30
25	SAFETY PROGRAM		300			300									0	50	50	50	150
26	RAILROAD CROSSINGS		60			0								60	0	10	10	10	30
27	EMERGENT PROJECTS		1,200			1,200									0	200	200	200	600
28	PLAT ROADS		120			12		108	Dev Reimb						0	20	20	20	60
29	SR 397 (I-82 to SR 397 Intertie): PWTF Loan Repayment		1,251			1,251									0	211	210	209	621
	Subtotal		3,111			2,883	60	0	108	0	0	0	0	60	0	521	520	519	1,551
<b>TOTALS</b>			<b>51,541</b>	<b>5,483</b>	<b>60</b>	<b>4,365</b>	<b>1,808</b>	<b>0</b>	<b>1,400</b>	<b>459</b>	<b>6,674</b>	<b>1,037</b>	<b>885</b>	<b>0</b>	<b>29,370</b>	<b>10,389</b>	<b>4,816</b>	<b>3,973</b>	<b>32,363</b>

(All \$'s x 1000)

4/07/2010