

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 8, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

### Call to Order

### Approval of Minutes

❖ **November 1, 2011**

### Review Agenda

### Consent Agenda

#### Commissioners

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

#### Facilities

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

#### Fairgrounds

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

#### Human Services

d. Agreement, #11/12-DD-ECS-00, w/EnTrust Community Services for Disability Services

e. Agreement, #11/12-DD-CI-00, w/Columbia Industries for Disability Services

f. Surplus of Personal Property

g. Grant Agreement, #2060-2011-HACPFPC w/Housing Authority of the City of Pasco & Franklin County

h. Agreement, #PSA-2011/12-Shelter Plus Care-CFCS-00, w/Catholic Family & Child Svcs

i. Agreement, #2011/2013-HEN-BFCAC, w/Benton Franklin Community Action Committee

j. Agreement, #1163-38493, w/DSHS Division of Behavioral Health and Recovery

#### Public Works

k. Bid Date Authorization for Purchase of Diesel Powered Truck Cab

l. Purchase Authorization from Rebuilding & Hardfacing, Inc. for Snowplow Carbide Cutting Edges

m. Purchase Authorization from Western States Equipment Company for Grader Blade Cutting Edges

#### Sheriff

n. Contract Amendment w/Bergstrom Aircraft, Inc for Maintenance Repair & Pilot Services

o. Contract Amendment w/Johnny David Allstead for Inmate Barber Services

p. Contract w/Nixon's Marine, Inc. for Boat Repair and Maintenance

q. Purchase Authorization w/Yacht Masters for FLIR M-625L Thermal Imaging System

r. Purchase Authorization from Columbia Ford Mercury Lincoln for Vehicle

**9:05 AM      Public Hearing**

**(continued)** Kennewick Irrigation District Vacation – S Schuetze

**Scheduled Business:**

**Judicial** Needs and Drug Court Discussion – P Austin

**1-Year** Road Program – M Bowie

**Unscheduled Visitors**  
**Board Assignment Update**

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, November 1, 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; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown and DPA Steve Hallstrom; Marianne Ophardt and Lizanne Powers-Hammond, WSU Benton County Extension; Superior Court Judge Cameron Mitchell; Sharon Paradis and Jennifer Bowe, Juvenile Administration; Larry Moser, Public Works; Treasurer Duane Davidson.

Approval of Minutes

The Minutes of October 25, 2011 were approved as corrected.

Review Agenda

Commissioner Beaver thanked David Sparks and Loretta Smith Kelty for their work on the West Richland disbursement agreement.

Consent Agenda

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

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

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

**Public Hearing – Six-Year Road Program – 2012-2017**

Malcolm Bowie, Steve Becken, and Larry Moser presented the Six-Year Road Program 2012-2017. Mr. Bowie said it was the same program as proposed in the workshop with some unknowns. He said that statute requires them to adopt a program once a year through a public hearing, prior to the County budget adoption.

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

**MOTION:** Commissioner Small moved to approve the 2012-2017 Six-Year Road Program as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**WSU Extension – Programs Update**

Lizann Powers-Hammond and Marianne Ophardt, WSU Extension, updated the Board on the following programs:

- Food \$ense
- Master Food Preserver/Food Safety Advisor Program
- New Program – Emergency Preparedness

## **Unscheduled Visitors**

Ruth Swain, West Richland, thanked the Board and staff for help with the disbursement agreement to build the Belmont Industrial Center.

## **Executive Session – Current and Pending Litigation**

The Board went into executive session at 9:33 a.m. for up to 30 minutes with DPA Steve Hallstrom to discuss current and pending litigation. Also present were Franklin County Deputy Prosecutor Janet Taylor; David Sparks, Cami McKenzie, Sharon Paradis, Ryan Brown, Judge Cameron Mitchell, Jennifer Bowe, Eric Lipp, Melina Wenner, and Loretta Smith Kelty. The Board came out at 10:02 a.m. and Mr. Hallstrom announced the Board needed an additional 10 minutes. The Board came out at 10:10 a.m. Mr. Hallstrom said no decisions were made.

## **Commissioner Assignment Update**

### **BCES**

Commissioner Small presented the proposed BCES budget and said that costs were up considerably, (nearly 25% cost increase). He said they were losing money from CSEPP and looking at how to pay for warranties on radios and he asked them to review where they could cut costs; approval of the budget was postpone.

Commissioner Beaver expressed concern about the program and the system that was still not currently working properly. He said it appeared from the budget they were in “growth mode” but they should be looking at how to get by on a smaller budget. He said his message would be to live within your means.

Chairman Bowman said it appeared to him they had less to do with CSEPP now gone and that planning was complete on most projects. He said he was not in favor of any increases and also wanted to know why warranties were so expensive on new radios.

Additionally, Commissioner Small said he sent the most recent revised contract to the Board and Ryan Brown and asked for another review.

### **HB 1886 – Critical Areas**

Commissioner Small said he talked to Commissioner Miller and they think it might be a good idea to opt in.

### **Columbia Basin College**

Commissioner Small reported on his presentation at a Political Science class at CBC (they were meeting with politicians) and they talked a lot about the current budget problems facing the nation.

Commissioner Beaver said his TRIDEC meeting was cancelled. However, reported he had attended the Visitor & Convention Bureau meeting and had been meeting w/local jurisdictions about County UGA boundary issues.

### Budget Issues

Chairman Bowman asked whether the Board should consider a hiring freeze of non-essential personnel and take a look at what that definition was. He said it was his experience with the State that they continued to spend and hope for a bright future. He wanted the County to be proactive so it wouldn't have to act so severely in the next biennium.

Commissioner Beaver said he talked to Melina Wenner about the entire employment base and the attrition issue. He agreed with being proactive and strategic in looking at retirees and how those positions might be filled. He wanted the county administrator to be allowed the flexibility to look at that issue. He said they could make the decision but wanted it to be in concert with the other elected officials.

Commissioner Small agreed it was time to look at the issue. He said he would rather cuts be through attrition than a 6% cut across the board.

### Department Recognition

Chairman Bowman recommended the Board implement a "department recognition program", in addition to "employee of the month" when a particular department stood out. He suggested recognizing a department with presentation of a plaque or similar tribute. Commissioner Beaver said the Board could make that recommendation when they recognized it and pass a resolution or proclamation. The Board agreed.

### WSAC – Legislative Issues

Chairman Bowman presented the latest draft from WSAC on what was going on at the State and specific issues they were requesting the State to consider i.e. no unfunded mandates, reducing costs of public records requests, etc. He also asked Mr. Brown if the Prosecuting Attorney's office could do a summary report on costs related to public records requests. Mr. Brown said they could, but it would need to be reported completely by all departments or would be understated.

Chairman Bowman reiterated the need to have a representative from Benton County frequent Olympia to talk about these issues as the legislative session proceeded. Additionally, he expressed his frustration that he was told by the Board to change the way he did business (start communicating and/or attending meetings by conference call, take a year off) and that it was implied he did all the travel. He said the records indicated he didn't use the most fuel, even with trips to Olympia, however, he was being held up as the example and that he needed to change. He said he didn't see other commissioners reporting on how they were changing by communicating with conference calls, etc. and suggested one way to save money might be for himself and Commissioner Beaver to attend board meetings by video/conference in Kennewick.

Commissioner Beaver said that any thoughts or ideas to change the process and save money would be appreciated and he wanted to hear them. He did suggest communicating by telephone or videoconference as an example of how to save money. He said he probably needed to do a self-evaluation and the Board should come up with examples on how to save travel costs. He indicated it was about coming together to survive and maintain services, but not about gas.

Chairman Bowman said he had never witnessed anyone testify at a hearing in Olympia by conference call and stated the importance of being present where the laws were made to have conversations and brainstorming sessions.

Commissioner Small said he meant Chairman Bowman should find ways to minimize trips when he suggested he take a year off. He indicated the reason he was using a lot of fuel was because he was traveling all around Benton County to learn his new job, dealing with constituents, and getting to know other Benton County departments and elected officials. He said his interest and constituents were in Benton County, not in other states. He commented that Chairman Bowman did a good job in Olympia, but he was not in favor of supplementing the budget for travel.

Chairman Bowman said that when he traveled to Texas for the rail conference, he managed to save the City of Prosser \$23,000/year for the next 10 years; he said he reported that to the Board and an article was written in the paper so the County did have interests in other states.

### **Vouchers**

Check Date: 10/28/2011  
Warrant #: 44537-44749  
Taxes #: 010110114  
Total all funds: \$455,484.11

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

### **Resolutions**

- 11-677: Line Item Transfer, Fund No. 0000-101, Dept. 137
- 11-678: Reappointment of Thomas Callahan to the Mid Columbia Library Board of Trustees
- 11-679: Disbursement Agreement w/City of West Richland for Use of Distressed County Tax Credit Funds
- 11-680: Contract w/Washington Collectors for Collection Services
- 11-681: Payment Authorization to SimplexGrinnell for Inspection Services
- 11-682: Agreement, #11/13-SA-NECC-00, w/Nueva Esperanza Counseling Center
- 11-683: Agreement, #PSA-2011/12, w/Nueva Esperanza Counseling Center
- 11-684: Agreement, #11/13-PREV-SHCN-00, w/Safe Harbor Crisis Nursery
- 11-685: Agreement, #11/13-SA-RP-01, w/Recovery Pointe
- 11-686: Contract Amendment, #0963-68016-05, w/DSHS for Substance Abuse & Prevention Treatment
- 11-687: Bid Date Authorization for Furnishing and Stockpiling Crushed Screenings

- 11-688: Employer Contract w/State of Washington for Work Study Program
- 11-689: Contract Award to Allstar Construction Group, Inc. for Piert Road Phase II
- 11-690: Authorization for Contract w/Riggle Plumbing, Inc to Re-Route Underground Compressed Air Lines @ Kennewick Road Maintenance Shop
- 11-691: Purchase Authorization from Crown Paper and Janitorial Supply, Inc.
- 11-692: Purchase Authorization from Columbia Basin Paper & Supply
- 11-693: Purchase Authorization from Airgas Safety, Inc.
- 11-694: Line Item Transfer, Fund No. 0000-101, Dept. 121
- 11-695: Approval of Comprehensive Six-Year Road Program 2012-2017

There being no further business before the Board, the meeting adjourned at approximately 11:31 a.m.

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Clerk of the Board

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Chairman

## 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 PORT OF BENTON,**

**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 Port of Benton (hereafter PORT) owns a 13.62 acre parcel of undeveloped land at 2140 Wine County Road, Prosser, WA 99350; and

**WHEREAS**, the PORT intends to develop and construct a 15,000 square foot facility (hereafter Facility) consisting of meeting rooms, a culinary amphitheater, commercial kitchen, wine tasting room, classrooms, tenant space, banquet room, and gift shop on such land (hereafter Property); and

**WHEREAS**, the PORT and has already entered into an agreement with the Walter Clore Wine and Culinary Center to operate and maintain the Facility; and

**WHEREAS**, after the construction is completed, the Facility and related improvements (hereafter PROJECT) will be used as part of the PORT'S strategic effort to focus on developing educational classes in an effort to increase brand awareness and foster industry collaboration, which will expand market demand for Washington State agricultural products and create jobs; 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 PORT up to Fifty-Five Thousand Dollars (\$55,000) for the PROJECT.

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

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Chairman of the Board

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Chairman Pro-Tem

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Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

## **DISBURSEMENT AGREEMENT**

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

This AGREEMENT, made between Benton County (hereafter "COUNTY") and Port of Benton (hereafter "PORT"), 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 PORT owns a 13.62-acre parcel of undeveloped land located at 2140 Wine County Road Prosser, Washington as also depicted on Exhibit B; (hereafter, the "PROPERTY");

WHEREAS, the PORT intends to develop and construct a 15,000 square foot facility consisting of meeting rooms, a culinary amphitheater, commercial kitchen, wine tasting room, classrooms, tenant space, banquet room, and gift shop on the PROPERTY and has already entered into an agreement with the Walter Clore Wine and Culinary Center to operate and maintain that facility;

WHEREAS, that agreement is attached as Exhibit A;

WHEREAS, to assist with the development of the PROPERTY, the PORT has requested Fifty-Five Thousand Dollars (\$55,000) from the DCTC Fund to help fund the construction of the above described facility;

WHEREAS, after the construction is completed, the building and related improvements will be used as part of the PORT'S strategic effort to focus on developing educational classes in an effort to increase brand awareness and foster industry collaboration, which will expand market demand for Washington State agricultural products and create jobs;

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 PORT for up to Fifty-Five Thousand Dollars (\$55,000) of direct costs incurred by the PORT for the construction of the above referenced facilities on the PROPERTY, which is consistent with Resolution 98 338 and Ordinance Number 332.

2. The PORT has agreed to use said funds of the DCTC Fund solely for the purpose of funding such construction 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 PORT in connection with such construction and that the construction will be completed by October 31, 2013.
4. The PORT will invoice the COUNTY once each month for reimbursement of construction costs for the above described building incurred by the PORT 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 PORT will provide a status report on the construction 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 PORT 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 PORT has repaid to the COUNTY all DCTC Funds inappropriately expended.
8. The PORT 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 PORT shall not have the right to assign its 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 any DCTC Funds under this AGREEMENT shall terminate if the construction is not completed by October 31, 2014.
11. The PORT agrees to maintain ownership of the PROPERTY and the building and improvements thereto described above for at least twenty (20) years after the improvements described herein are completed; provided, the PORT may convey the above referenced parcel and/or improvements prior to such time if it first repays to the COUNTY all funds received by the PORT under this Agreement.

BENTON COUNTY

PORT OF BENTON

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

  
\_\_\_\_\_  
Scott Keller, Executive Director

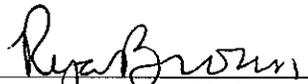
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Date

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Date

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

10/18/11  
\_\_\_\_\_  
Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 11/08/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

As per Resolution 10-614 dated October 18, 2010, the Board entered into a three year contract with Fire Systems West, Inc. for annual inspection of the fire alarms at the Benton County Justice Center, Benton County Coroner’s Office, Benton County Health District, and Benton County Courthouse; and for a one time installation of an annunciator and control module listed as additional equipment with a contract term expiring September 30, 2012; and

The attached first contract amendment is necessary as the replacement to increase the contract to provide labor, material and equipment necessary for the replacement of the remote annunciator CPU in control room C located at the Benton County Corrections Facility for an amount of \$1,015.15 plus WSST; and

This amendment also includes an amount not to exceed \$8,000.00 plus WSST for any “as needed” installations and repairs services including all acceptable overages, incidentals and other unanticipated costs the Contractor is qualified to perform.

**RECOMMENDATION**

Recommendation is to approve the attached Resolution and First Contract Amendment for the replacement of the annunciator and authorize any “as needed” installations and repairs services including all acceptable overages, incidentals and other unanticipated costs the contractor is qualified to perform.

**FISCAL IMPACT**

The overall contract fiscal impact is as follows:

- Annunciator and Control Module in accordance with Exhibit A - \$3,388.00 plus WSST (one time payment)
- Remote Annunciator CPU in the jail in accordance with Exhibit C - \$1,015.15 plus WSST (one time payment)
- Annual inspection of fire alarm systems in accordance with Exhibit A - \$3,898.00 plus WSST (per each year this contract is in place)
- “As needed” installation or repair services including all acceptable overages, incidentals and other unanticipated cost in accordance with Exhibit D - \$8,000.00 plus WSST (per each year this contract is in place)

**MOTION**

The Board of Benton County Commissioners hereby approves the First Contract Amendment attached hereto between Benton County and Fire Systems West, Inc.

# RESOLUTION

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

**IN THE MATTER OF THE FIRST CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND FIRE SYSTEMS WEST, INC. FOR ANNUAL INSPECTION OF THE FIRE ALARMS LOCATED AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY CORONER'S OFFICE, BENTON COUNTY HEALTH DISTRICT, AND BENTON COUNTY COURTHOUSE**

**WHEREAS**, per Resolution 10-614 dated October 18, 2010 the Board of Benton County Commissioners entered into a three year contract with Fire Systems West, Inc. for annual inspection of the fire alarms at the Benton County Justice Center, Benton County Coroner's Office, Benton County Health District, and Benton County Courthouse and a quote for a one time installation of an annunciator and control module listed as additional equipment with a contract term expiring September 30, 2012; and

**WHEREAS**, this First Contract Amendment is necessary to increase the contract to provide labor, material & equipment necessary for the replacement of the remote annunciator CPU in control room C located at the Benton County Corrections Facility for an amount of \$1,015.15 excluding WSST; and

**WHEREAS**, this first contract amendment is also necessary to include all "as needed" installation or repair services including all acceptable overages, incidentals and other unanticipated costs the Contractor is qualified to perform for an amount not to exceed \$8,000.00 excluding WSST; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the attached First Contract Amendment between Benton County and Fire Systems West, Inc. by authorizing the installation of the annunciator CPU; authorizing the additional "as needed" services provided; and increasing and authorizing payment for compensation with the following:

- Annunciator and Control Module in accordance with Exhibit A - \$3,388.00 plus WSST (one time payment)
- Remote Annunciator CPU in the jail in accordance with Exhibit C - \$1,015.15 plus WSST (one time payment)
- Annual inspection of fire alarm systems in accordance with Exhibit A - \$3,898.00 plus WSST (per each year this contract is in place).
- "As needed" installation or repair services including all acceptable overages, incidentals and other unanticipated cost in accordance with Exhibit D - \$8,000.00 plus WSST (per each year this contract is in place); and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the First Service Contract Amendment attached hereto.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

## FIRST SERVICE CONTRACT AMENDMENT

**THIS FIRST CONTRACT AMENDMENT** made and entered into this 10<sup>th</sup> day of October 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **FIRE SYSTEMS WEST, INC.** a corporation organized under the laws of the State of Washington, with its principal address at 922 N. Lake Road, Spokane Valley, WA 99212 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated October 18, 2010 (the "CONTRACT") to provide annual inspection of the fire alarms located at the Benton County Justice Center, Benton County Coroner's Office, Benton County Health Bldg & Benton County Courthouse for contract not to exceed \$3,898.00 excluding W.S.S.T. per each year this contract is in place.

This contract also included separately the installation of an annunciator and control module for an amount of \$3,388.00 excluding WSST as a one-time installation.

Whereas, this first contract amendment is necessary to increase the annual contract amount to cover the installation of a Remote Annunciator CPU in the jail, which is in need of replacement, and any other "as needed" installations or repair services the CONTRACTOR is qualified to perform that are outside the original regular annual scope of work.

The parties agree that all provisions of their Contract remain in effect except Sections "1. Contract Documents", "3. Services Provided" and "5. Compensation" shall be amended with the following:

1. **CONTRACT DOCUMENTS** the existing paragraph shall be amended by adding the following exhibit:

Exhibit C – Proposal dated 8/16/11 – for the Annunciator Reboot Fault Repairs  
Exhibit D – Hourly Rate Sheet for "as needed" Installations & Services

3. **SERVICES PROVIDED** the first paragraph in this section should remain the same and this section shall be amended by adding a second & third paragraph with the following:

The COUNTY requires and the CONTRACTOR agrees to provide labor, material, & equipment necessary for the replacement of the remote annunciator CPU in the control room C located at the Benton County Corrections Facility in accordance with Exhibit C.

The COUNTY also requires and the CONTRACTOR agrees to provide labor, material, & equipment necessary for all "as needed" installations or repair services the CONTRACTOR is qualified to perform in accordance with the hourly rate sheet referenced as Exhibit D.

5. **COMPENSATION** the existing paragraph shall be amended and replaced in its entirety with the following:

The total amount payable by the COUNTY to the CONTRACTOR to provide services as outlined in section three (3) for annual inspection of the fire alarm systems is three thousand eight hundred ninety eight dollars and zero cents (\$3,898.00), excluding W.S.S.T. per each year this contract is in place in accordance with Exhibit A; and

The total amount payable by the COUNTY to the CONTRACTOR for the installation of the Annunciator and Control Module shall not exceed three thousand three hundred eighty eight dollars and zero cents (\$3,388.00), excluding W.S.S.T. in accordance with Exhibit A; and

The total amount payable by the COUNTY to the CONTRACTOR for the replacement of the Remote Annunciator CPU located at the jail shall not exceed one thousand fifteen dollars and fifteen cents (\$1,015.15), excluding W.S.S.T. in accordance with Exhibit C; and

The total amount payable by the COUNTY to the CONTRACTOR for all “as needed” installation or repair services including all acceptable overages, incidentals and other unanticipated costs the CONTRACTOR is qualified to perform shall not exceed eight thousand dollars and zero cents (\$8,000.00), excluding W.S.S.T. per each year this contract is in place and in accordance with Exhibit D.

Any dollar amount above the overall total maximum payable amount of this contract will only be approved with an amendment to this contract. CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY’s contract representative prior to any compensation being paid. At the completion of all work contemplated by this contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY’s contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

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

**BENTON COUNTY**

**FIRE SYSTEMS WEST, INC.**

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

\_\_\_\_\_  
**Jay Blackburn**

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

**Date:** 10/10/2011

**Approved as to Form:**



\_\_\_\_\_  
**Ryan J. Lukson**  
**Deputy Prosecuting Attorney**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11-8-11</u>	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Toys for Tots	Pass Resolution <u>  X  </u>	Public Hearing _____
Prepared by: <u>cmb</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with the Tri-Cities Detachment of the Marine Corps League for Toys for Tots Distribution. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

Tri-Cities Detachment of the Marine Corps League, annual Toys for Tots Distribution event for families in our community.

**SUMMARY**

The Lease Agreement attached will be for a request of a larger facility (Building 2) plus additional dates due too a large donation of 500 children's bicycles that require assembly by their December 10, 2011 distribution day.

**RECOMMENDATION**

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Tri-Cities Detachment of the Marine Corps League.

**FISCAL IMPACT**

\$1050.00

**MOTION**

Move the Lease Agreement with the Tri-Cities Detachment of the Marine Corps League be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE TRI-CITIES DETACHMENT OF THE MARINE CORPS LEAGUE.**

**WHEREAS**, the Tri-Cities Detachment of the Marine Corps League will provide the Benton County Fairgrounds \$,1050.00 for use of the Fairgrounds Building 2 December 1 through 10, 2011, to hold an annual Toys for Tots toy distribution day on December 10, 2011; and

**WHEREAS**, Tri-Cities Detachment of the Marine Corps League received a donation of five hundred (500) children’s bicycles that require assembly, plus additional truckloads of toys; and

**WHEREAS**, Tri-Cities Detachment of the Marine Corps League requested a larger than normal facility with additional dates of use for the preparations of these donations; and

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

**WHEREAS**, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Tri-Cities Detachment of the Marine Corps League Lease Agreement be approved; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Tri-Cities Detachment of the Marine Corps League in the amount of \$1,050.00; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Tri-Cities Detachment of the Marine Corps League.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY FAIRGROUNDS**

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

**LEASE AGREEMENT**

TODAY'S DATE: **October 13, 2011**

LEASE AGREEMENT NUMBER: **42.11**

EVENT DATE(S): **December 1-10 Event held on December 10, 2011**

NUMBER OF DAYS: **10**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Tri-Cities Detachment of the Marine Corps League**

MAILING ADDRESS: **64410 E Solar PR NE, Benton City, WA 99320**

CONTACT: **Glen Carter, President**

CELLULAR PHONE: **509-531-2351**

TIME OF THE EVENT: **10:00 am –until 5:00 pm**

TYPE OF EVENT: **Toys for Tots Distribution**

ESTIMATED ATTENDANCE: **6000**

SELLING TICKETS: YES  NO

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #11/12-DD-ECS-00 with EnTrust Community Services <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

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

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

**SUMMARY**

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

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

\_\_\_\_\_  
  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-ECS-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND ENTRUST COMMUNITY SERVICES**

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

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with EnTrust Community Services; and

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

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

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

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on October 1, 2011 and shall expire on June 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:

Attest:

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

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

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

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

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

**Contractor Contact Information:**  
Sherie Leadon, Chief Executive Officer  
EnTrust Community Services  
PO Box 9727  
Yakima, WA 98909-0727  
Phone: 509.423.4756 / Fax: 509.453.1614  
E-Mail: [leadons@entrustcs.org](mailto:leadons@entrustcs.org)

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

Agreement Start Date ..... October 1, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2012  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

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

**For the Contractor:**

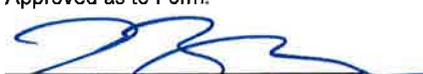
 Title: CEO Date 10-26-11

**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>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> Agreement #11/12-DD-CI-00 with Columbia Industries</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 Columbia Industries to provide developmental disabilities services for clients in Benton and Franklin Counties.

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

**SUMMARY**

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #11/12-DD-CI-00 with Columbia Industries, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-CI-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Columbia Industries to provided developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Columbia Industries; and

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

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

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

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

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

Dated this ..... day 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 #11/12-DD-CI-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Columbia Industries**, a Washington State Non-Profit Corporation, with its principal offices at 900 S. Dayton, Kennewick, WA 99336 (hereinafter "Contractor").

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

**Contractor Contact Information:**  
Rich Foeppe, President  
Columbia Industries  
PO Box 7346  
Kennewick, WA 99336  
Phone: 509.582.4142 / Fax: 509.586.3825  
E-Mail: [richf@columbiaindustries.com](mailto:richf@columbiaindustries.com)

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

Agreement Start Date ..... October 1, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2012  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

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

**For the Contractor:**

  
\_\_\_\_\_

Title: CEO Date 10/20/2011

**For Benton County:**

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

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

**For Franklin County:**

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

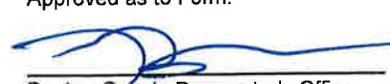
\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

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> <u>Surplus of Personal Property</u> <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> <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**

The Benton County Auditor is the Personal Property Manager and maintains and updated inventory listing of county Personal Property, and as listed on the attached; Benton-Franklin Human Services has accumulated equipment that is not longer operable, or has been made obsolete through equipment upgrades to more efficient and reliable equipment.

The Personal Property Manger and Human Services Administrator have determined that the listed equipment is not of any worth and it would be most beneficial to scrap the items.

**SUMMARY**

The Personal Property Manager and Human Services Administrator have declared the listed equipment surplus.

**RECOMMENDATION**

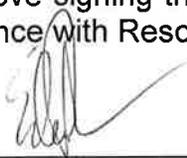
Sign the attached proposed Resolution to surplus the listed equipment.

**FISCAL IMPACT**

None

**MOTION**

To approve signing the proposed Resolution for the equipment listed as surplus of personal property in accordance with Resolution 07-752.



\_\_\_\_\_

Signature

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, as listed on the attached, Benton-Franklin Human Services has accumulated equipment that is no longer operable or has been made obsolete through equipment upgrades to more efficient and reliable equipment, and,

WHEREAS, the Personal Property Manager and Human Services Administrator have determined that the listed equipment is not desired by any other county department or office; and,

WHEREAS, all items listed are not of any worth and it would be most beneficial to scrap the items; and,

WHEREAS, it is the recommendation of the Personal Property Manager and the Human Services Administrator that the listed equipment be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and outmoded personal property; **NOW, THEREFORE**

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager and as supported by the Human Services Administrator, the listed equipment is not of any worth and it would be most beneficial to scrap and is hereby declared surplus.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_.

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

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

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

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

**BENTON-FRANKLIN DEPARTMENT OF HUMAN SERVICES**

<b>TAG #</b>	<b>SERIAL NUMBER</b>	<b>TYPE</b>	<b>MAKE</b>	<b>DESCRIPTION</b>
08421	007A000	TYPEWRITER	IBM	ELECTRIC TYPEWRITER
05194	0010750	TYPEWRITER	IBM	ELECTRIC TYPEWRITER
10078	FCC ID AXD33449A	PRINTER	HP	LASERJET
10076	A3X5494 VK DC	CAMERA	POLAROID	INSTANT CAMERA
11464	USDD016470	PRINTER/COPIER/SCANNER	HP	LASERJET
14944	A18025200591	MONITOR	VIEW SONIC	VE700 MONITOR
14046	US12769019	WORKSTATION	HP	X2000
14042	US12768936	WORKSTATION	HP	X2000
11458	US92681780	WORKSTATION	HP	KYAK XA
10049	JPBJ036825	PRINTER	HP	LASERJET 4
14014	CF-48N4FKUCM	LAPTOP	PANASONIC	TOUGHBOOK CF Y8
	A542HTB3F415	WORKSTATION	COMPAQ	PROLINEA 575E
	6LSEJH020690	WORKSTATION	ZENITH	WORKSTATION
	9900076033	WORKSTATION	PRIMIO	NT
10100		SERVER	HP	LC3
14947	6Y33-LGFZ-702A	WORKSTATION	HP	XW4000
	6Y33-LGFZ-7023	WORKSTATION	HP	XW4000
14960	MXL4510CPD	WORKSTATION	HP	DC500
	6X2C-KPBZ-POFP	WORKSTATION	COMPAQ	EVO
	US040 19265	SERVER	HP	W/NT 4 SERVER
14013	1AYU903600	LAPTOP	PANASONIC	CF 48 LAPTOP
10089	6532HPH30415	SERVER	COMPAQ	PROSIGNIA SERVER 300

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> Grant Agreement #2060-2011-HACPFC with Housing Authority of the City of Pasco</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>  ^  </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**

The purpose of this grant agreement is to fund the Cullum House, which is an eight-bed transitional living facility for the chronically mentally ill whose income is at or below 30% Area Median Income (AMI) homeless or pending homelessness. Lourdes Counseling Center provides the support services for the Cullum House.

The grant awarded pursuant to this grant agreement will provide funding for rehabilitation and renovation of the Cullum House.

The delay in execution is a result of the legal review, and the agreement process which was initiated on April 18, 2011; the date the Commissioners approved the project and applicants were advised of their successful application.

**SUMMARY**

**Award:** Maximum payment of \$29,710.00  
**Period:** October 20, 2011 through October 19, 2012  
**Funding Source:** Benton County 2060 Affordable Housing Funds

**RECOMMENDATION**

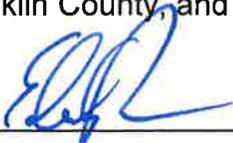
- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund.

**MOTION**

To approve signing Grant Agreement #2060-2011-HACPFC with Housing Authority of the City of Pasco, and Franklin County, and to authorize the Chair to sign on behalf of the Board.




---

# RESOLUTION

Benton County Resolution No. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2011-HACPFC TO FUND THE HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY FOR THE RENOVATION AND REHABILITATION OF THE CULLUM HOUSE**

**WHEREAS**, the Cullum House is an eight-bed transitional living facility for the chronically mentally ill whose income is at or below 30% Area Median Income (AMI) homeless or pending homelessness; and

**WHEREAS**, the grant awarded pursuant to the grant agreement will provide funding for the rehabilitation and renovation of the Cullum House; and

**WHEREAS**, the delay in execution is a result of the legal review process, and the agreement process which was initiated on April 18, 2011; the date the Commissioners approved the project and applicants were advised of their successful application; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of the respective county, Grant Agreement #2060-2011-HACPFC with the Housing Authority of the City of Pasco and Franklin County, for the renovation and rehabilitation of the Cullum House for a total agreement amount of \$29,710.00; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on October 20, 2011 and expires on October 19, 2012.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Grant Agreement #2060-2011-HACPFC**

This grant agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Housing Authority of the City of Pasco and Franklin County, a public body corporate created under RCW 35.82.030, s, with its principal offices at 2505 West Lewis Street, Pasco,, WA. (hereinafter "Recipient"), and together referred to as the "Parties."

IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**SPECIFIC TERMS AND CONDITIONS**

1. **PURPOSE:** The Housing Authority of the City of Pasco and Franklin County currently operate a low income housing facility at Lot 3, Block 520, and Plat of Richland, known as the "Cullum House." The Cullum House is a transitional living facility for the chronically mentally ill whose income is at or below 30% Area Median Income. Lourdes Counseling Center provides the support services for the eight-bed Cullum House. Cullum House serves residents of Benton County who are at least 18 years old and have been diagnosed with a mental illness. The purpose of Cullum House is to provide 90 days of residential support and life skills training for local residents experiencing an Axis 1 mental health diagnosis and desire the skills to return to independent living.
2. **USE OF PROCEEDS:** All services will be provided in the residence owned by Recipient known as the Cullum House (hereinafter referred to as the "Property"), which is a transitional living facility that is available to individuals whom are chronically mentally ill and below 30% of area medium income. The grant awarded pursuant to this Agreement provides funding to Recipient to rehabilitate and improve the physical structure by replace flooring, painting outside of residence, wall patching, moving outside sprinklers and repair damage siding and shed, replace blinds, and replace roof on a residence. Grant funds disbursed pursuant to this Agreement will reimburse Recipient in an amount up to **\$29,710.00** for the costs of rehabilitating and renovating the "Property" as described in Exhibits A-1 and A-2.

The maximum aggregate payment under this grant shall be **\$29,710.00** payable for such costs to complete the agreed upon work prior to October 19, 2012.

3. **AGREEMENT AND EXHIBITS:** This Agreement shall consist of this Agreement and Exhibit A-1 and A-2, which are incorporated herein as if set forth in full.
4. **RECIPIENT'S OBLIGATIONS:** The Recipient shall submit all requests for reimbursement to Benton County by November 19, 2012. Recipient shall only make the Property available to persons with incomes at or below thirty percent of the area median income.
5. **PERIOD OF PERFORMANCE:** The improvements and services required by this Agreement shall be made between October 20, 2011, and October 19, 2012, hereinafter referred to as the "Project Period."
6. **FUNDING SOURCES:** Funding sources under this Agreement are as follows:  
Benton County affordable housing surcharge received pursuant to RCW 36.22.178.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Professional Service Agreement #PSA-2011/12-Shelter Plus Care-CFCS-00 with Catholic Family & Child Service of the Tri-Cities 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 has been imbedded in the mental health contracts and is not funded by GCBH. This professional service agreement will serve to provide reimbursement of 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 \$9,828.00  
**Period:** October 1, 2011 through September 30, 2012  
**Funding Source:** 2010 Shelter Plus Care Grant No. WA0072C0T011003

**RECOMMENDATION**

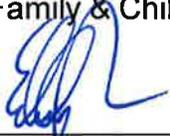
- Sign the Resolution to accept the proposed Agreement
- Approve the proposed Agreement by signing all the copies where indicated

**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-CFCS-00 with Catholic Family & Child Service of the Tri-Cities, 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-CFCS-00 BETWEEN CATHOLIC FAMILY & CHILD SERVICE OF THE TRI-CITIES AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR THE REIMBURSEMENT OF EXPENSES OF ELIGIBLE PARTICIPANTS IN THE SHELTER PLUS CARE PROGRAM**

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

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

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

**WHEREAS**, this professional service agreement will serve to provide reimbursement 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-CFCS-00 with Catholic Family & Child Service of the Tri-Cities for the reimbursement of expenses of eligible participants in the Shelter Plus Care Program, for a contract amount not to exceed \$9,828.00; 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-CFCS-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 **Catholic Family & Child Service of the Tri-Cities**, a nonprofit social service organization operating under Catholic Charities of the Diocese of Yakima, with its principal offices at 2139 Van Giesen, Richland, WA 99354, (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:  
Linda Robb, Clinical Director  
Catholic Family & Child Service  
of the Tri-Cities  
2139 Van Giesen  
Richland, WA 99354  
Phone: 509.946.4645  
Fax: 509.943.2068  
E-Mail: [lrobb@cfcstricities.org](mailto:lrobb@cfcstricities.org)

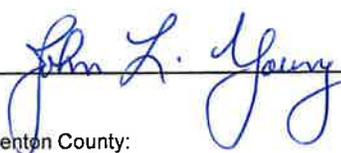
Agreement Start Date ..... October 1, 2011  
Agreement End Date ..... September 30, 2012

Consideration ..... Reimbursement for expenses not to exceed \$9,828.00

- 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: CEO Date 10/20/2011

For Benton County:

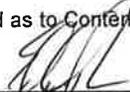
\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
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

i. Agreement, #2011/2013-HEN-BFCAC, w/  
Benton Franklin Community Action  
Committee

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> <u>Agreement #2011/2013-HEN-BFCAC with Benton Franklin Community Action Committee and Benton and Franklin Counties Department of Human Services</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 enter into an Agreement with Benton Franklin Community Action Committee to provide Essential Needs, Rent and Utility Payments to Medical Care Service Recipients.

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

The agreement process was initiated on September 21, 2011; the delay in execution is a result of the legal review process, and the Washington State Department of Commerce releasing the Housing and Essential Needs Grant Agreement on September 15, 2011.

**SUMMARY**

**Award:** Maximum consideration for this grant is \$600,182.00  
**Period:** October 1, 2011 through June 30, 2013  
**Funding Source:** Washington State Department of Commerce

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

**MOTION**

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

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #2011/2013-HEN-BFCAC TO PROVIDE HOUSING AND ESSENTIAL NEEDS SERVICES BETWEEN BENTON FRANKLIN COMMUNITY ACTION COMMITTEE AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Benton Franklin Community Action Committee to provide Essential Needs, Rent and Utility Payments for Medical Care Services recipients; and

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

**WHEREAS**, the agreement process was initiated on September 21, 2011; the delay in execution is a result of the legal review process, and the Washington State Department of Commerce releasing the Housing and Essential Needs Grant Agreement on September 15, 2011; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #2011/2013-HEN-BFCAC to provide Essential Needs, Rent and Utility Payments for Medical Care Service recipients between Benton Franklin Community Action Committee and Benton and Franklin Counties Department of Human Services for a maximum grant consideration of \$600,182.00; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on October 1, 2011 and ends on June 30, 2013.

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Franklin County, Washington

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

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

Originals: Benton & Franklin County Commissioners  
Human Services

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

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

**Counties Contact Information:**

Edward Thornbrugh, Administrator  
Department of Human Services  
7102 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)

**Grantee Contact Information:**

Judith Gidley, Executive Director  
Benton Franklin Community Action Committee  
720 W. Court Street  
Pasco, WA 99301  
Phone: 509.545.4042  
E-Mail: [jgidley@bfcac.org](mailto:jgidley@bfcac.org)

Agreement Start Date.....October 1, 2011

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

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

Consideration .....\$600,182.00

**Attachments incorporated into this Agreement:**

Attachment A-Scope of Work, Attachment B-Budget  
Attachment C-Department of Commerce Program Guidelines

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 10/17/11

**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 NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Contract</b> <u>  X  </u>	<b>Consent Agenda</b> <u>  X  </u>
<b>Subject:</b> DSHS Agreement Number 1163-38493	<b>Pass Resolution</b> <u>  X  </u>	<b>Public Hearing</b> <u>      </u>
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>Pass Ordinance</b> <u>      </u>	<b>1st Discussion</b> <u>      </u>
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Pass Motion</b> <u>      </u>	<b>2nd Discussion</b> <u>      </u>
	<b>Other</b> <u>      </u>	<b>Other</b> <u>      </u>

**BACKGROUND INFORMATION**

Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery would like to re-contract with Benton and Franklin Counties Department of Human Services to provide Residential Substance Abuse Treatment (RSAT) Services in the Benton County Jail.

The agreement process was initiated when DSHS provided a copy of the RSAT agreement for legal review on October 10, 2011; resulting in the delay of execution.

**SUMMARY**

**Award:** Maximum program agreement amount \$94,890.00  
**Period:** September 1, 2011 through August 31, 2012  
**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 DSHS Agreement Number 1163-38493 Department of Social and Health Services Division of Behavioral Health and Recovery, and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# RESOLUTION

Resolution No. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTING DSHS AGREEMENT NUMBER 1163-38493 TO PROVIDE RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery would like to re-contract with Benton and Franklin Counties Department of Human Services to continue the Residential Substance Abuse Treatment (RSAT) program in the Benton County Jail; and

**WHEREAS**, the agreement process was initiated when DSHS provided a copy of the RSAT agreement for legal review on October 10, 2011; resulting in the delay of execution; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign, on behalf of the respective county, DSHS Agreement Number 1163-38493 to provide Residential Substance Abuse Treatment Services in the Benton County Jail, for a maximum program agreement amount of \$94,890.00; and

**BE IT FURTHER RESOLVED**, the attached agreement commences on September 1, 2011 and shall expire on August 31, 2012.

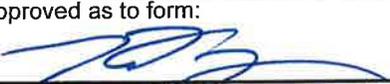
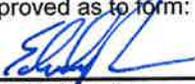
Dated this . . . day of . . . , 2011.

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

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

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

Attest: .....  
Clerk of the Board

		<b>COUNTY</b> <b>PROGRAM AGREEMENT</b> <b>Residential Substance Abuse Treatment</b>		DSHS Agreement Number 1163-38493
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.			Administration or Division Agreement Number County Agreement Number	
DSHS ADMINISTRATION Aging and Disability Services Administration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1122	DSHS CONTRACT CODE 1000CC-63	
DSHS CONTACT NAME AND TITLE Earl Long Program Manager		DSHS CONTACT ADDRESS 626 8th Avenue SE Olympia, WA 98504-5330		
DSHS CONTACT TELEPHONE (360) 725-9985 Ext:		DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL longea@dshs.wa.gov	
COUNTY NAME Benton County		COUNTY ADDRESS Department of Human Services 7102 West Okanogan Place, Suite 201 Kennewick, WA 99336-		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001296		COUNTY CONTACT NAME Joel Chavez		
COUNTY CONTACT TELEPHONE (509) 783-5284 Ext:		COUNTY CONTACT FAX (509) 783-5981	COUNTY CONTACT E-MAIL joelc@gov.wa.co.benton-franklin.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS 16.593	
PROGRAM AGREEMENT START DATE 9/1/2011		PROGRAM AGREEMENT END DATE 8/31/2012		MAXIMUM PROGRAM AGREEMENT AMOUNT \$94,890.00
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> <b>Data Security: 6002GD: No Data Security Exhibit</b> <input type="checkbox"/> Exhibits (specify): <input type="checkbox"/> No Exhibits.				
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.				
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:  Ryan J Lukson Benton County Prosecuting Attorney's Office		Approved as to form:  Ed Thornbrugh Administrator, Human Services		

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE  
ONE (1) NEW TWO-AXLE DIESEL POWERED TRUCK CAB, CHASSIS AND  
UTILITY BOX

WHEREAS, it is the intention of the Board of County Commissioners  
to purchase for the County Road Department One (1) New Two-Axle  
Diesel Powered Truck Cab, Chassis and Utility Box to be used for  
storing, removal, and replacement of roadside traffic signs; NOW,  
THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to  
schedule and advertise a bid date for the purchase of One (1)  
Two-Axle Diesel Powered Truck Cab, Chassis and Utility Box to be  
used for storing, removal, and replacement of roadside traffic  
signs.

Dated this 8th 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.

L. Moser

I. Purchase Authorization from Rebuilding & Hardfacing, Inc. for Snowplow Carbide Cutting Edges

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 8, 2011</u>	Execute Agreement _____	Consent Agenda <u>XX</u>
Subject: <u>E. R. &amp; R Purchase</u>	Pass Resolution <u>XX</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**

As authorized by Resolution 11-402 and RCW 36.32.345, quotations were solicited for the purchase of 19 Snowplow Cutting Edges for E. R. & R. Written quotations were received from three vendors on the Benton County Vendor List.

**SUMMARY**

The following quotations were received from vendors on the Benton County Vendor List:

Rebuilding & Hardfacing, Inc., Colville, Washington	\$5,158.00
Rowand Machinery Company, Pasco, Washington	\$5,434.40
Western States Equipment Company, Pasco, Washington	No Bid

**RECOMMENDATION**

Approve the award of the business to Rebuilding & Hardfacing, Inc, Colville, Washington, in the amount of \$5,018.00 plus an estimated freight cost of \$140.00 plus \$428.11 Washington State Sales Tax. However, since the freight is an estimated amount, the award should be made that the total purchase amount including Washington State Sales Tax shall not exceed \$5,700.00.

**FISCAL IMPACT**

The quoted price of \$5,018.00, the estimated freight of \$140.00 plus WSST \$428.11 for a total not to exceed \$5,700.00.

**MOTION**

Approve the resolution as part of the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND PURCHASE OF 19 SNOWPLOW CARBIDE CUTTING EDGES

WHEREAS, Resolution 11-402 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations for 19 snowplow carbide cutting edges were received from three vendors on the Benton County Vendor List; as follows:

Rebuilding & Hardfacing, Colville, WA	\$5,158.00
Rowand Machinery Company, Pasco, WA	\$5,434.40
Western States Equipment Company, Pasco, WA	No Bid;

and

WHEREAS, the Public Works Manager recommends award of the business to Rebuilding & Hardfacing, Colville, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Road with 19 Snowplow Carbide Cutting Edges be awarded to Rebuilding & Hardfacing, Inc., Colville, Washington, in the amount of \$5,158.00, and Washington State Sales Tax in the amount of \$428.11; and

BE IT FURTHER RESOLVED that since the freight is estimated to be \$140.00 and is included in the price quoted, the total amount of the purchase shall not exceed \$5,700.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED that the Public Works Manager is hereby authorized to proceed with the purchase.

Dated this 8th day of November 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington  
SWB:LJM:slc

m. Purchase Authorization from Western States Equipment Company for Grader Blade Cutting Edges

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 8, 2011</u>	Execute Agreement _____	Consent Agenda <u>XX</u>
Subject: <u>E. R. &amp; R Purchase</u>	Pass Resolution <u>XX</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**

As authorized by Resolution 11-402 and RCW 36.32.345, quotations were solicited for the purchase of 90 Grader Blade Cutting Edges for E. R. & R. Written quotations were received from three vendors on the Benton County Vendor List.

**SUMMARY**

The following quotations were received from vendors on the Benton County Vendor List:

Western States Equipment Company, Pasco, Washington	\$7,806.60
Rebuilding & Hardfacing, Inc., Colville, Washington	\$9,406.80
Rowand Machinery Company, Pasco, Washington	\$9,689.70

**RECOMMENDATION**

Approve the award of the business to Western States Equipment Company, Pasco, Washington.

**FISCAL IMPACT**

The quoted price including freight is \$7,806.60 plus WSST \$647.95 = \$8,454.55.

**MOTION**

Approve the resolution as part of the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND PURCHASE OF 90 GRADER BLADE CUTTING EDGES

WHEREAS, Resolution 11-402 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations for 90 grader blade cutting edges were received from three vendors on the Benton County Vendor List; as follows:

Western States Equipment Company, Pasco, WA	\$7,806.60
Rebuilding & Hardfacing, Colville, WA	\$9,406.80
Rowand Machinery Company, Pasco, WA	\$9,689.70;

and

WHEREAS, the Public Works Manager recommends award of the business to Western States Equipment Company, Pasco, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Road with 90 Grader Blade Cutting Edges be awarded to Western States Equipment Company, Pasco, Washington, in the amount of \$7,806.60, and Washington State Sales Tax in the amount of \$647.95; and

BE IT FURTHER RESOLVED that the Public Works Manager is hereby authorized to proceed with the purchase.

Dated this 8th day of November 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington  
SWB:LJM:slc

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	November 8, 2011	Execute Contract	<u>  x  </u>
Subject:	Bergstrom Aircraft Extension	Pass Resolution	<u>  X  </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u>      </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u>      </u>
		Other	<u>      </u>
		Consent Agenda	<u>  X  </u>
		Public Hearing	<u>      </u>
		1st Discussion	<u>      </u>
		2nd Discussion	<u>      </u>
		Other	<u>      </u>

BACKGROUND INFORMATION

Per Resolution 11-318 the parties entered into a Personal Service Contract to provide "as needed" aircraft maintenance repair and modification, fueling, and pilot supplies for the Benton County Sheriff's Office.

SUMMARY

RECOMMENDATION

The parties wish to amend the Personal Service Contract and extend the term of the contract through December 31, 2012.

FISCAL IMPACT

The amount not to exceed shall remain at \$20,000.

MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF THE PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND BERGSTROM AIRCRAFT, INC. FOR "AS NEEDED" AIRCRAFT MAINTENANCE REPAIR AND MODIFICATION, FUELING, AND PILOT SUPPLIES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 11-318 the parties entered into a Personal Service Contract to provide "as needed" aircraft maintenance repair and modification, fueling, and pilot supplies for the Benton County Sheriff's Office Kennewick, WA; and

WHEREAS, the parties wish to amend the Personal Service Contract and extend the term of the contract through December 31, 2012; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington hereby approves the personal service contract amendment between Benton County and Bergstrom Aircraft, Inc. attached hereto; and

**BE IT FURTHER RESOLVED,** the Board authorizes the Chairman of the Board to sign the attached personal service contract amendment.

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

# CONTRACT AMENDMENT

**THIS CONTRACT AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and BERGSTROM AIRCRAFT, INC., hereinafter called "CONTRACTOR".

**WHEREAS**, per Resolution 11-318 the parties entered into a contract for 2011, whereby the contractor would provide "as needed" aircraft maintenance, repair and modification, fueling, and pilot services in 2011 for the Benton County Sheriff's Office in Kennewick; and

**WHEREAS**, the COUNTY desires to amend the current agreement and extend the current contract through the calendar year of 2012; and

**NOW THEREFORE**, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except section "2. Duration of Contract" shall be replaced in entirety with the following:

## **2. DURATION OF CONTRACT:**

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012 unless earlier terminated pursuant to Section 9 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

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

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

Date: 10/28/11

**Benton County**

**Bergstrom Aircraft Inc.**

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

*Malin Bergstrom*  
Signature

Malin Bergstrom, President  
Print Name and Title

Approved as to Form

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	November 8, 2011	Execute Contract	<input checked="" type="checkbox"/>	Consent Agenda
Subject:	Inmate Barber Extension	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<input type="checkbox"/>	1st Discussion
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<input type="checkbox"/>	2nd Discussion
		Other	<input type="checkbox"/>	Other

**BACKGROUND INFORMATION**

Per Resolution 11-037, the Sheriff's Office entered into a contract with Johnny David Allstead for inmate barber services throughout the calendar year of 2011.

**SUMMARY**

**RECOMMENDATION**

The parties wish to amend the Personal Service Contract and extend the term of the contract through December 31, 2012.

**FISCAL IMPACT**

The inmates will continue to be charged \$16.00 per completed haircut (with \$12 remitted to the contractor) and \$6.00 per haircut requested and subsequently not given (all \$6 is remitted to the contractor).

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF THE PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND JOHNNY DAVID ALLSTEAD FOR FURNISHING INMATE BARBER SERVICES FOR THE BENTON COUNTY JAIL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 11-037 the parties entered into a Personal Service Contract to provide inmate barber services for the Benton County Jail Facility located in Kennewick, WA; and

WHEREAS, the parties wish to amend the Personal Service Contract and extend the term of the contract through December 31, 2012; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the personal service contract amendment between Benton County and Johnny David Allstead attached hereto; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract amendment.

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

# CONTRACT AMENDMENT

**THIS CONTRACT AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and Johnny David Allstead, hereinafter called "CONTRACTOR".

**WHEREAS**, per Resolution 11-037 the parties entered into a contract for 2011, whereby the contractor would provide inmate barber services for the Benton County Jail in Kennewick; and

**WHEREAS**, the COUNTY desires to amend the current agreement and extend the current contract through the calendar year of 2012; and

**NOW THEREFORE**, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section which shall be amended with the following:

1. **Section 2. DURATION OF CONTRACT** shall be removed and replaced with the following:

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. All other terms and conditions of the "CONTRACT" shall remain the same.

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

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

Date: 10-28-11

**Benton County**

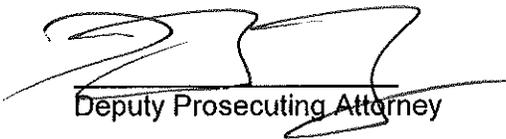
**Johnny David Allstead**

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

  
Signature

JOHNNY D ALLSTEAD  
Print Name and Title

Approved as to Form

  
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	November 8, 2011	Execute Contract	<input checked="" type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Nixon's Marine Contract	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<input type="checkbox"/>	1st Discussion	<input type="checkbox"/>
Reviewed by:	<u>K Mercer</u>	Pass Motion	<input type="checkbox"/>	2nd Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

The Benton County Sheriff's Office has a contract with Northwest Marine and Sport for as needed boat repair and maintenance for 2011-2012 via Resolution 11-105. Northwest Marine and Sport is unable to provide service on the one boat within the Sheriff's Office fleet equipped with a Mercury Verado Supercharged engine due to the specialized training, tools, and equipment it requires.

Nixon's Marine is authorized by Mercury to provide service on Verado Supercharged engines.

SUMMARY

RECOMMENDATION

The Sheriff's Office recommends entering into a contract with Nixon's Marine, Inc, Walla Walla, WA for the remainder of 2011 and for the calendar years of 2012 and 2013 to provide "as needed" boat repair and maintenance for the Benton County Sheriff's Office boat fleet.

The contract shall commence upon execution and shall expire on December 31, 2013.

FISCAL IMPACT

The amount not to exceed for this contract shall be \$30,000.

MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING NIXON'S MARINE, INC. A PERSONAL SERVICE CONTRACT FOR AS NEEDED BOAT REPAIR AND MAINTENANCE FOR THE BENTON COUNTY SHERIFF'S OFFICE BOAT FLEET

WHEREAS, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton County Sheriff's Office has a contract with Northwest Marine and Sport for as needed boat repair and maintenance for 2011-2012 via Resolution 11-105; and

WHEREAS, Northwest Marine and Sport is unable to provide service on the one boat within the Sheriff's Office fleet equipped with a Mercury Verado Supercharged engine due to the specialized training, tools, and equipment it requires; and

WHEREAS, Nixon's Marine is authorized by Mercury to provide service on Verado Supercharged engines; and

WHEREAS, the Sheriff's Office recommends entering into a contract with Nixon's Marine, Inc, Walla Walla, WA for the remainder of 2011 and for the calendar years of 2012 and 2013 to provide "as needed" boat repair and maintenance for the Benton County Sheriff's Office boat fleet; **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 awards the personal service contract to Nixon's Marine, Inc. in an amount not to exceed \$30,000.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached personal service contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences upon execution of this contract and expires on December 31, 2013.

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

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Nixon's Marine, Inc. with its principal offices at 2919 E. Isaacs, Walla Walla, WA 99362 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following document:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution of this contract and shall expire on December 31, 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 expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. "As needed" boat repair and maintenance for the Benton County Sheriff's Office boat fleet.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>November 8, 2011</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	Authorization to Purchase – FLIR M-625L Thermal Imaging System	Pass Resolution	<u>X</u>	Public Hearing	_____
		Pass Ordinance	_____	1st Discussion	_____
		Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____
Prepared by:	<u>J. Thompson</u>				
Reviewed by:	<u>J. Thompson</u>				

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff's Office was authorized to participate in the FFY 2010 Homeland Security Buffer Zone Protection Plan per contract E11-242 (Resolution 11 288). The approved equipment list was revised and amended per Resolution 11 493.

The "Approved Equipment List" identified the FLIR M-625L thermal imaging system as an approved purchase for the Benton County Sheriffs' Office. The Benton County Sheriff's Office consulted the vendors list and solicited the following vendors:

- Yacht Masters Northwest, Seattle, WA (\$23,314.52 including W.S.S.T and shipping)
- Lunde Marine Electronics, Inc., Seattle, WA (\$24,330 including W.S.S.T and shipping)
- Anacortes Marine Electronics Inc., Anacortes, WA (\$24,754 including W.S.S.T and shipping)

Yacht Masters has the lowest price for the FLIR M-625L thermal imaging system.

**RECOMMENDATION**

Authorize the purchase of the FLIR M-625L thermal imaging system from Yacht Masters not to exceed \$24,000 including W.S.S.T and shipping.

**FISCAL IMPACT**

- Not to exceed \$24,000 – Grant Related Expenditure

Grant related supplement is needed at a later date.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF FLIR M-625L THERMAL IMAGING SYSTEM FROM YACHT MASTERS FOR THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, per resolution 11-402, "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**, per resolution 11-288 and resolution 11-493, the Benton County Sheriff's Office was authorized to participate in the FFY10 Buffer Zone Protection Program (BZPP); and

**WHEREAS**, the FLIR M-625L thermal imaging system is part of the FFY10 BZPP approved equipment list; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies to provide a quote for the FLIR M-625L thermal imaging system; and

Yacht Masters Northwest, Seattle, WA (\$23,314.52 including W.S.S.T and shipping)  
Lunde Marine Electronics, Inc., Seattle, WA (\$24,330 including W.S.S.T and shipping)  
Anacortes Marine Electronics Inc., Anacortes, WA (\$24,754 including W.S.S.T and shipping)

**WHEREAS**, Yacht Masters Northwest, Seattle, WA has the lowest price for the FLIR M-625L thermal imaging system; and

**WHEREAS**, the Patrol Captain has reviewed the quotes for completeness and recommends Yacht Masters Northwest, Seattle, WA; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of the FLIR M-625L thermal imaging system from Yacht Masters Northwest, Seattle, WA in the amount of \$23,314.52 including W.S.S.T. and shipping with the total amount payable not to exceed \$24,000 including W.S.S.T.

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>11-01-11</u>	Execute Contract	_____
Subject:	<u>Vehicle</u>	Pass Resolution	<u>  X  </u>
	<u>Purchases for</u>	Pass Ordinance	_____
	<u>Sheriff's Office</u>	Pass Motion	_____
Prepared by:	<u>J. Thompson</u>	Other	_____
Reviewed by:			
		Consent Agenda	<u>  X  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION / SUMMARY**

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

The Sheriff's Office would like to purchase one (1) 2013 Ford Police AWD Interceptor per State Contract No. 03611 for a total of \$30,788.31.

**RECOMMENDATION**

The Sheriff's Office recommends purchasing one (1) 2013 Ford Police AWD Interceptor per State Contract No. 03611 will not exceed \$31,500 including WSST.

**FISCAL IMPACT**

The total cost of the one (1) 2013 Ford Police AWD Interceptor per State Contract No. 03611 will not exceed \$31,500 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A VEHICLE FROM COLUMBIA FORD MERCURY LINCOLN OFF WASHINGTON STATE CONTRACT NO. 03611 FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WA

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

**WHEREAS**, Washington State Contract No. 03611 allows for the purchase of vehicles; and

**WHEREAS**, the Sheriff's Office would like to purchase one (1) 2013 Ford Police AWD Interceptor for use with the Benton County Sheriff's Office; and

**WHEREAS**, the purchase price inclusive of WSST is approximately:

One (1) 2013 Ford Police AWD Interceptor per State Contract No. 03611 for a total of \$30,788.31

**WHEREAS**, the Sheriff recommends purchasing one (1) 2013 Ford Police AWD Interceptor from Columbia Ford Mercury Lincoln off Washington State Contract No. 03611; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Sheriff's recommendation and approves the purchase of one (1) 2013 Ford Police AWD Interceptor from Columbia Ford Mercury Lincoln off Washington State Contract No. 03611 in the amount of \$30,788.31 including WSST with a total amount not to exceed \$31,500.00 including WSST

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

# Benton County

## Department of Public Works

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

October 31, 2011

Board of County Commissioners  
Benton County Courthouse  
Prosser, WA 99350

RE: Continued Public Hearing on KID Vacation Request

Commissioners:

The Kennewick Irrigation District (KID) is attempting to subdivide property they own in Sections 27 and 34, Township 8 North, Range 30 East, W.M. The property consists of four parcels totaling approximately 315 acres. Because the property has not been surveyed, the actual total may be more or less 315 acres.

The parcels in Section 27 are bisected by a North/South right of way at the center of the section. Public Works is not opposing the request to vacate this right of way. There is an East/West right of way centered on the section line between Sections 27 and 34 separating the parcel in Section 34 from those in Section 27. Public Works is opposing the vacation of that right of way.

The zoning for the property allows the land to be subdivided into one dwelling unit per five acres of land. KID wants to combine the four parcels into one parcel. With 315 acres, they could develop the property into 60 five acre parcels. They are proposing transferring the density of the total parcel into 60 one acre lots in the Northwest corner of the property and leaving one lot of approximately 250 acres. This would give them an average of one dwelling unit per five acres of land. In theory, the 250 acres could not be further subdivided.

After speaking with Mike Shuttleworth, Planning Department and Ryan Brown, Prosecuting Attorney's Office, I was informed that this is no longer permitted. Since this is no longer permitted, the need to create one parcel is negated and the need to vacate the right of way for development proposes outlined above is no longer there.

KID has proposed two vacation alternatives for the Board to consider for the vacation of the East/West right of way.

The first consists of vacating the right of way as proposed. Public Works continues to oppose this as this right of way provides a looped road system between Nine Canyon Road and Finley Road. This road could conceivably be constructed sometime in the future. Vacation of the right of way would also give the County a ¾ mile dead end right of way. Dead end roads of this length are discouraged by the Fire Marshall. If you, the Board, determined to vacate the right of way and at future date, it was determined that the road was needed, we would then be required to purchase right of way that we had given away through

the vacation process. Because of the length of the dead end right of way and the potential for construction of the road in the future, we oppose this alternative.

The second consists of a request to vacate approximately 300 feet of the right of way. This gives us an even longer dead end right of way. KID has then offered to grant us an easement to replace our road right of way. They have also stated that they would give us the easement in the same condition it is currently in, i.e. undeveloped. We oppose this alternative because the remaining dead end right of way is even longer than in alternative one. We oppose the granting of an easement to replace land we currently own. We oppose them giving us an undeveloped right of way, which by policy we no longer accept. By policy, all right of way deeded to the County must be brought up to a minimum County road standard before the right of way is accepted by the County. To accept an undeveloped right of way would be setting a precedent whereby owners of private roads could deed them to the County and expect us to maintain them. We also oppose this alternative.

Although Mr. Revell stated that KID would grant us an easement, I do not know if legally you can require the applicant to do that. The RCWs governing the vacation of road right of way do not address that. They do allow you to retain easements for utilities. Historically, we have required that landowners grant each other easements as a condition of approval of the vacation. This has been done to prevent landlocked parcels. These are recorded with the vacation so there is no lapse in access.

We would require a quit claim deed to be recorded immediately after the recording of the vacation, so creation of a single parcel would only be for the time duration between recordings. Prior to the recording of the deed, as per our policy on accepting right of way, we would require the road to be constructed or bonded for construction. Near simultaneous recording of the quit claim deed and vacation would be the only way to guarantee that we would receive the right of way. This would not accomplish what the KID is attempting to accomplish, i.e. creating one lot to subdivide.

Mr. Revell has been in contact with the Planning Department and is now considering a planned unit development. A planned unit development would allow KID to cluster properties and would not require that they start with one parcel. A vacation of the East/West right of way is not necessary to proceed with a planned unit development.

Mr. Revel has informed us that he will be out of town at the time of the continued public hearing and has requested that the hearing be continued to either November 15 or November 22.

Regardless of whether or not a planned unit development or some other type of development is the eventual outcome for this property, Public Works continues to recommend the East/West segment of right of way lying between Sections 27 and 34 be retained. We do not oppose the remainder of the vacation request.

Sincerely,



Steven W. Becken  
Public Works Manager

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 11/08/11 Subject: Judicial Position/Drug Courts/Bi-County Salaries Prepared by: Pat Austin and Sharon Paradis Reviewed by: David Sparks	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____X_____	Consent Agenda _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____X_____

**BACKGROUND INFORMATION**

1) **Judicial Position** – The Superior Court has informed the County Commissioners for the past few years that an additional judicial position would be needed in the near future based on internal assessment and, **more importantly**, the assessment by the Administrative Office of the Court. The Administrative Office of the Courts estimates the Benton & Franklin County Superior Court need at 10.12 judicial officers (see attached.) The Court currently has 8.50 judicial officers. The Court is here today to discuss this request with the County Commissioners and request their support through the legislative process to approve an additional judicial officer and to allow funding to be approved by local county officials at a later date with an appropriate sunset clause. Please see attached letter provided to Jeff Hall, State Court Administrator and information regarding the legislative process provided by Mellani McAleenan who serves as legislative liaison for the Board of Judicial Administration.

2) **Drug Courts** – During the 2011/2012 bi-ennial budget process both the Juvenile and Adult Drug Courts were funded for only the 2011 calendar year at a reduced level of service. Currently the Juvenile Drug Court serves 12 individuals and the Adult Drug Court serves 30 individuals.

The cost of the 2012 Adult Drug Court is estimated at \$130,138.00 for the 30 person adult drug court. Criminal Justice Treatment Funds and participant fees would reduce the actual cost of the 2012 Adult Drug Court to an anticipated \$79,001 (Benton County - \$57,552 / Franklin County - \$21,449) (see attached.) **Please note that Franklin County has agreed to fund the Adult Drug Court for the 2012 calendar year.**

The cost of the 2012 Juvenile Drug Court is estimated at \$88,969 for the 12 person juvenile drug court (see attached.) To date Franklin County has not included the Juvenile Drug Court in their 2012 budget.

**SUMMARY**

See background information and determine if supplemental budget process is appropriate.

**RECOMMENDATION**

Set future hearing date to discuss and determine outcome of:

- 1) Support for judicial position throughout the legislative process with a future funding date to be determined by the Bi-County Boards of County Commissioners.
- 2) Authorize the Court to proceed with supplemental request for funding for 2012 Juvenile and Adult Drug Courts.

**FISCAL IMPACT**

- 1) Judicial Position – zero fiscal impact at this time and to be determined by the Boards of County Commissioners at a future date.
- 2) 2012 Adult Drug Court – Benton County Share – approximately \$57,552  
2012 Juvenile Drug Court – Benton County - \$88,969

**MOTION**

~~Move to approve public hearing to discuss and vote on information provided with regard to support for the additional judicial position and funding for 2012 Adult Drug Court and 2012 Juvenile Drug Court.~~

# 2012 Benton County Road Program

Presented to the

## Board of County Commissioners

On November 8, 2011

**Leo M. Bowman, Chairman**

**James R. Beaver, Pro-Tem**

**Shon Small, Member**





## 2012 PUBLIC WORKS ROAD FUND PURCHASES

<u>ROAD FUND #0101-101</u>			11/01/11
<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>REPLACEMENT YES/NO</u>
6	AutoCAD Civil 3D Subscription	\$7,000	Yes
1	AutoCAD Standard Supscription	\$800	Yes
2	Geomeia Subscription	\$800	Yes
1	Laptop Computer and Projector for WebCast Programs	\$4,500	No
<b>Total Road Fund #0101-101</b>		<b>\$13,100</b>	

# 2012 EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

11/01/11

**REPLACEMENT  
YES/NO**

**QTY**

**COST**

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

1	Motor Grader	\$325,000	Yes
2	Regular Cab Diesel 3/4 Ton 4x4 Pickup	\$60,000	Yes
5	Regular Cab Gas 3/4 Ton 4x4 Pickup	\$125,000	Yes
1	Extended Cab Gas 1/2 Ton 4x4 Pickup	\$25,000	Yes
1	Truck Extended Cab and Chassis w/Utility Sign Box	\$175,000	Yes
1	Tire Machine	\$9,000	Yes
N/A	Grader Blade Cutting Bits (Steel)	\$23,000	Supply
N/A	Snowplow Blade Cutting Bits (Steel) & (Carbide)	\$11,000	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$55,000	Supply
N/A	Shop Fabrication (Steel)	\$5,200	Supply
N/A	Tire Chain Parts	\$4,600	Supply
N/A	Small Shop Equipment & Tools	\$6,250	
<b>Total</b>		<b>\$824,050</b>	

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

1	Small 4x4 Pickup for Planning Dept.	\$25,000	Yes
1	Small 4x4 Pickup for Building Dept.	\$25,000	Yes
<b>Total</b>		<b>\$50,000</b>	

**B. OFFICE EQUIPMENT**

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

**C. FACILITIES**

General Building Maintenance & Repairs	\$20,000	
<b>Total</b>	<b>\$20,000</b>	

**D. INVENTORY**

Aggregate Purchase (Crushing & Stockpiling at Highland Pit R-102)	\$250,000	
Traffic Sign Materials	\$100,000	
Bulk Diesel Fuel	\$200,000	
Liquid De-icer (Magnesium Choride)	\$25,000	
<b>Total</b>	<b>\$575,000</b>	

**Grand Total** **\$1,490,650**

11/01/2011

g:\word\my docs\Budgets\2012 Road Fund Budget Adjustments

Adjustments to 2012 Road Fund Budget:

Teamsters Salary & Benefit Increases = COLA 3.5%:

Salaries	= \$43,883
SSN 7.65%	= \$ 3,358
RET 9.045%	= \$ 3,970
Leave	= \$ <u>768</u>
<b>Total</b>	<b>= \$51,979</b>

Request for 2 temporary employees for road maintenance summer work estimated for 5 months (flagging, etc):

Salaries	= \$34,600
SSN 7.65%	= \$ <u>2,647</u>
<b>Total</b>	<b>= \$37,247</b>

**Total Adjustments = \$89,226.**