

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners

Jerrold MacPherson
County Administrator



To view items in detail,
please click on highlighted
areas below.

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, February 4, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
 ❖ **January 28, 2020**

Review Agenda

Consent Agenda

Auditor

- a. Line Item Transfer, Fund No. 0111-101, Dept. 000
- b. Updates to Cash Drawers

Board of Equalization

- c. Notice of Approval to Hear Property Tax Appeals

Commissioners

- d. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 107
- e. Line Item Transfer, Fund No. 0000-101, Dept 115 to 125
- f. Line Item Transfer, Fund No. 0305-101, Dept. 000

Human Resources

- g. United Employees Benefit Trust Participating Agreement for Juvenile Detention

Human Services

- h. Purchase of Bus Tickets and Passes From Ben Franklin Transit

Planning

- i. Line Item Transfer, Fund No. 0000-101, Dept. 116

Public Safety

- j. Line Item Transfer, Fund No. 0148-101, Dept. 135

Public Works

- k. Request for Public Hearing for Vacation of a Portion of Clodfelter Road
- l. Purchase of Two 2020 Ford Police Interceptor AWD SUVs From Columbia Ford
- m. Traffic Control on Certain County Roads: Speed Limits

- n. Purchase of 4000 Gallon Tank, Pump and Plumbing for Chassis From Ochoco Mfg. Corp.
Sheriff
- o. Contract w/Advanced Aircraft Services for Removal and Installation on Cessna 182 Garmin GDL w/GPS Transmitter
- p. Modification of Memorandum of Understanding w/United States Marshal for Joint Law Enforcement Operations Task Force

Public Comment

Scheduled Business

Strategic Planning for County Offices ~ A Miller & R Brown

Recovery Coalition Feasibility Study ~ K Sullivan

Position Requests and Discussion ~ L Wingfield

- Line Item Transfer, Fund No. 0502-101, Dept. 000 – Information Systems Analyst III
- Line Item Transfer, Fund No. 0000-101, Dept. 118 & 119 – Administrative Clerk
- Line Item Transfer, Fund No. 0000-101, Dept. 127 – HR Generalist

Other Business

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
ELECTION RESERVE FUND NUMBER 0111101

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File

CHILTON

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.401	4103	Professional Services	\$500	514.401	9103	E R & R Fund Services	\$500
TOTAL			\$500	TOTAL			\$500

Explanation:

We use ongoing forklift services at the County shop to store our paper records.

Prepared by: Reviewed by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: February 4, 2020	Execute Contract _____	Consent Agenda	x
Subject: Close Richland Bank Acct	Pass Resolution X	Public Hearing	_____
Prepared by: B. Chilton	Pass Ordinance _____	1st Discussion	_____
Reviewed by: S. Bohlinger	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

BACKGROUND INFORMATION

The Auditor’s Richland Annex closed on November 27, 2019. The bank account held at KeyBank for Department of Licensing functions is no longer necessary and needs to be closed.

RECOMMENDATION

It is recommended that the bank account at KeyBank for Department of Licensing functions be closed and the funds be distributed as follows:

\$200 of the \$500 remaining in the account be deposited in the KeyBank account for the Prosser Licensing Division in order to bring that account to \$500; and

The remaining \$300 be deposited with the Treasurer as the funds are no longer needed.

FISCAL IMPACT

None.

MOTION

Move to close the bank account at Keybank related to the Richland Annex of the Auditor’s Office for Department of Licensing functions; and distribute funds.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS, RE: UPDATES TO CASH DRAWERS

WHEREAS, the Richland Annex of the Benton County Auditor's Office closed permanently on November 27, 2019; and

WHEREAS, the bank account held at KeyBank for Department of Licensing functions by the Richland Annex of the Auditor's Office is no longer necessary; and

WHEREAS, the bank account has a current balance of \$500 and no further transactions are pending for the Department of Licensing;

WHEREAS, the Auditor recommends closure of the account and that \$200 of the \$500 remaining in the account be deposited in the KeyBank account for the Prosser Licensing Division in order to bring that account to \$500; and

WHEREAS, the remaining \$300 should be deposited with the Treasurer as the funds are no longer needed;

BE IT RESOLVED, the bank account held at KeyBank for Department of Licensing functions by the Richland Annex of the Auditor's Office shall be closed; and

BE IT FURTHER RESOLVED, that \$200 of the \$500 balance shall be deposited in the KeyBank account for the Prosser Licensing Division of the Auditor's Office in order to bring that account to \$500; and

BE IT FURTHER RESOLVED, that the balance of \$300 of the \$500 balance shall be deposited with the County Treasurer.

BE IT FURTHER RESOLVED, the bank balances in the three offices be updated as follows:

Office	Current R/L Total	New R/L Total
Kennewick Bank Account	\$500	\$500
Prosser Bank Account	\$300	\$500
Richland Bank Account	\$500	\$0
Total Cash	\$5300	\$5000

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF COMMISSIONERS TO SIGN A NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

WHEREAS The county Board of Equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010),

WHEREAS, the county Board of Equalization has received 128 appeals as of January 22, 2020 and requests the Board of Benton County Commissioners to approve additional property tax appeal hearings as is permitted by RCW 84.48.010; **NOW THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners approves additional property tax appeal hearings and is hereby authorized to sign the attached Notice of Approval to Hear Property Tax Appeals.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

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

NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS
BENTON COUNTY LEGISLATIVE AUTHORITY

The county board of equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)

Pursuant to RCW 84.48.010, the Benton County Legislative Authority hereby approves the Benton County Board of Equalization's request to convene for the purpose of hearing property tax appeals for the current year. This approval is based on a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED THIS _____ day of _____, (yr) _____.

Chairperson

Member

Member

Member

Member

Member

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 107

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 107

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$162,300	513.100	2102	Social Security FICA	\$11,600
				513.100	2115	Separation Pay	\$150,400
				513.100	2119	Paid Family Leave Act	\$300
TOTAL			\$162,300	TOTAL			\$162,300

Explanation:

To appropriate funding per Resolution 2020-035

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115
TO 125.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Non-Departmental 115

TRANSFER TO: Sheriff Traffic Control 125

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$2,352	521.700	9101	IT Administrative Assessments	\$2,352
TOTAL			\$2,352	TOTAL			\$2,352

Explanation:

To appropriate funding for IT Administrative Assessment. Resolution 2019-369 removed appropriated funding from line item 521.700.9101. This request reappropriates the funding.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE CAPITAL PROJECTS FUND NUMBER 0305101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, L. Ivey, J.Bowe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	\$7,800,000	594.130	6201	Buildings	\$7,800,000
TOTAL			\$7,800,000	TOTAL			\$7,800,000

Explanation:

Transfer funds within the Capital Projects Budget for construction of the new Justice Center Administration Building - 2020 costs.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>02/04/2020</u> Subject: <u>Joint</u> Resolution: <u>UEBT</u> <u>Participation</u> <u>Agreement-</u> <u>Juvenile</u> <u>Detention</u> Prepared by: <u>K. Ainsworth</u> Reviewed by: <u>S. Hallstrom</u>	Execute Contract <u> </u> Pass Resolution <u> X </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u> </u>	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

United Employees Benefit Trust (UEBT) requires parties to a collective bargaining agreement providing for participation in the UEBT health insurance plans sign the UEBT Participation Agreement. The Agreement has been reviewed by Stephen Hallstrom, Senior DPA, and he approves as to form. Human Resources requests that the Chairman of the Board of Benton County Commissioners sign and date the document where indicated on the last page.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution.

FISCAL IMPACT

No fiscal impact or supplement required.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. ~~2020-015~~

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

IN THE MATTER OF AUTHORIZING THE CHAIRMEN OF THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) PARTICIPATION AGREEMENT

WHEREAS, United Employees Benefit Trust (UEBT) revised their Participation Agreement; and

WHEREAS, UEBT requires parties to a collective bargaining agreement providing for participation in UEBT sign the UEBT Participation Agreement; and

WHEREAS, Benton and Franklin Counties are participating employers of UEBT and provide UEBT insurance plans to full-time benefit eligible Juvenile Detention employees; and

WHEREAS, Benton County and Franklin County and Teamsters Local 839 representing Juvenile Detention employees signed a Collective Bargaining Agreement on December 17, 2019 wherein Juvenile Detention employees will be provided UEBT medical, dental, and vision plans; and

WHEREAS, UEBT requires that a Participation Agreement be signed between Benton County, Franklin County and Teamsters local 839 representing Juvenile Detention employees; **NOW, THEREFORE**

BE IT RESOLVED that the Chairmen of the Board of Benton County Commissioners of Benton and Franklin Counties sign the revised UEBT Participation Agreement, effective for the term of the Juvenile Detention employees Collective Bargaining Agreement from January 1, 2020, through December 31, 2021.


Dated this ____ day of _____, 2020.

Dated this 7 day of JANUARY 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board




Chairman of the Board

Member



Member

Member




Member

Constituting the Board of Commissioners of Benton County, Washington

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

Attest.....
Clerk of the Board

4. Benefit Plans Provided for in Bargaining Agreement

Please check the UEBT plans provided for in the collective bargaining agreement.

Medical	Dental	Time Loss	Vision
<input type="checkbox"/> A5 Medical (composite rate)	<input type="checkbox"/> D5 Dental	<input checked="" type="checkbox"/> Time Loss 2	<input checked="" type="checkbox"/> Vision 3
<input type="checkbox"/> A5 Medical (tiered rate)	<input type="checkbox"/> D7 Dental	<input type="checkbox"/> Time Loss 4	
<input checked="" type="checkbox"/> A6 Medical	<input checked="" type="checkbox"/> D8 Dental		
<input type="checkbox"/> AV8 Medical	<input checked="" type="checkbox"/> Orthodontia		
<input type="checkbox"/> AV9 Medical			

5. Eligibility Rules in Collective Bargaining Agreement

Benefits are only available to eligible participants who meet the requirements of the collective bargaining agreement providing for participation in the UEBT. Please identify the bargaining agreement's eligibility requirements:

Required number of reportable hours per month: 40 hours

Define hours which are reportable (i.e., hours worked; hours compensated; straight time hours, etc.): Hours worked to include available leaves and cashouts

Identify any probationary period (must be uniformly applied): None

Identify any contractually excluded class of employees (i.e., seasonal, etc.):
Part-time and Temporary

6. Employer Responsibility for Accurate Reporting

Contributions are due on the fifteenth (15th) of the month following the month for which hours are reportable. The Employer is responsible for remitting the entire premium on behalf of each eligible employee. It is the Employer's responsibility to collect any portion of the contributions paid by employees. Any Employee meeting the bargaining agreement's eligibility requirements may not be excluded unless the Employee has opted for and has maintained Employer-sponsored coverage through an HMO as authorized by state law.

Individuals who are retired, do not have sufficient reportable hours, are not covered by the bargaining agreement, do not have a bona fide employment relationship with the Employer, or are otherwise ineligible may not be reported to the Trust. Letters of Understanding or other additions to or exceptions from the bargaining agreement language concerning Trust participation are not valid unless approved in advance by the Board of Trustees. If benefits are provided as a result of the Employer's reporting of ineligible individuals, the Trust may recover any improperly paid benefits from either the individual on whose behalf the benefits were paid or the Employer who reported them to the Trust. The Trust may also retain contributions made on behalf of ineligible individuals.

7. Right to Audit

All Employers participating in the Trust are subject to the Trust's audit provisions and policies. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made and also recover interest on the unpaid contributions, liquidated damages of 10% of the unpaid contributions (20% after suit is filed), audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement. The Employer is responsible for the cost of the audit if reporting discrepancies exceed five percent (5%).

8. Obligation to Maintain Records

All employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Pursuant to federal law, records are to be retained for seven years after the contributions are made. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to have performed any bargaining unit work in a month did have sufficient hours in a month to require a contribution.

9. Continuation Rights

If an Employer ceases participating in the Trust, any current or former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer except when federal law requires to the contrary.

10. No Transfer of Assets

If any employer ceases participation in the Trust, the withdrawing employer and its employees shall have no right or claim to any of the assets of the Trust.

11. Subscription to Trust Agreement

In consideration of their acceptance as participants in the United Employees Benefit Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. The undersigned Employer and Union further accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees of the Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

12. Authorization to Execute Agreement

By signing this Agreement, the signors for the Employer and the Union certify that they have the authority to execute the collective bargaining agreement providing for participation in the UEBT and this Agreement on behalf of the party for which they are signing.

13. Term

This Participation Agreement shall be effective for the term of the collective bargaining agreement listed in paragraph 3 or the expiration of any obligation to continue contributions under an applicable labor law, if later. To ensure proper management of the Trust, Trust rules and this Participation Agreement obligates a bargaining group to participate in the Trust for a minimum of 24 months. If a group has participated in the Trust for less than 24 total months, the bargaining parties may not bargain out until 24 months have elapsed. A bargaining group can terminate its participation in the Trust before 24 months have elapsed only if the Employer goes out of business or the Labor Organization is decertified as the bargaining representative or disclaims interest.

EMPLOYER

UNION

By: _____
(Signature of Employer or Representative)

By: _____
(Signature of Authorized Union Representative)

(Name and Title of Employer Representative • Please Print)

(Name and Title of Union Representative • Please Print)

By: *Robert Koch*
(Signature of Employer or Representative)

ROBERT KOCH Franklin County Commissioner
(Name and Title of Employer Representative • Please Print)

Approved as to form by: *Stephen Hallstrom* 12/3/19
Stephen Hallstrom, DPA

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2020-015

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

IN THE MATTER OF AUTHORIZING THE CHAIRMEN OF THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) PARTICIPATION AGREEMENT

WHEREAS, United Employees Benefit Trust (UEBT) revised their Participation Agreement; and

WHEREAS, UEBT requires parties to a collective bargaining agreement providing for participation in UEBT sign the UEBT Participation Agreement; and

WHEREAS, Benton and Franklin Counties are participating employers of UEBT and provide UEBT insurance plans to full-time benefit eligible Juvenile Detention employees; and

WHEREAS, Benton County and Franklin County and Teamsters Local 839 representing Juvenile Detention employees signed a Collective Bargaining Agreement on December 17, 2019 wherein Juvenile Detention employees will be provided UEBT medical, dental, and vision plans; and

WHEREAS, UEBT requires that a Participation Agreement be signed between Benton County, Franklin County and Teamsters local 839 representing Juvenile Detention employees; **NOW, THEREFORE**

BE IT RESOLVED that the Chairmen of the Board of Benton County Commissioners of Benton and Franklin Counties sign the revised UEBT Participation Agreement, effective for the term of the Juvenile Detention employees Collective Bargaining Agreement from January 1, 2020, through December 31, 2021.

Dated this ____ day of _____, 2020.

Dated this 7 day of JANUARY, 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board



Chairman of the Board

Member



Member

Member



Member

Constituting the Board of Commissioners
of Benton County, Washington

Constituting the Board of Commissioners
of Franklin County, Washington

Attest.....
Clerk of the Board

Attest 
Clerk of the Board



PO Box 8130 * Tacoma WA 98419
 (253) 474-1214 or (800) 223-2449 ext. 13
 Fax: (253) 474-7180
 E-mail: diana@unitedemployees.org

Participation Agreement – Represented Group
 (Revised January 1, 2017)

1. Parties

The Employer and Labor Organization identified below are parties to a collective bargaining agreement providing for participation in the United Employees Benefit Trust (UEBT).

BC-FC Juvenile Detention Dept. _____
 Employer Name
 PO Box 470 _____
 Address
 Prosser WA 99350 _____
 City, State, Zip Code

 Employer EIN (Tax ID No.)

Teamsters Local 839 _____
 Labor Organization
 1103 W Sylvester _____
 Address
 Pasco WA 99301 _____
 City, State, Zip Code

2. Participation Status

- This is an updated collective bargaining agreement covering a current participating employer.
- This is a new participating employer.

Trust coverage is effective: January 1, 2020 _____
 (month)
 Based on hours reported for: December hours _____
 (month)

3. Term of Bargaining Agreement

Effective Date: January 1, 2020 _____
 Termination Date: December 31, 2021 _____

4. Benefit Plans Provided for in Bargaining Agreement

Please check the UEBT plans provided for in the collective bargaining agreement.

Medical	Dental	Time Loss	Vision
<input type="checkbox"/> A5 Medical (composite rate)	<input type="checkbox"/> D5 Dental	<input checked="" type="checkbox"/> Time Loss 2	<input checked="" type="checkbox"/> Vision 3
<input type="checkbox"/> A5 Medical (tiered rate)	<input type="checkbox"/> D7 Dental	<input type="checkbox"/> Time Loss 4	
<input checked="" type="checkbox"/> A6 Medical	<input checked="" type="checkbox"/> D8 Dental		
<input type="checkbox"/> AV8 Medical	<input checked="" type="checkbox"/> Orthodontia		
<input type="checkbox"/> AV9 Medical			

5. Eligibility Rules in Collective Bargaining Agreement

Benefits are only available to eligible participants who meet the requirements of the collective bargaining agreement providing for participation in the UEBT. Please identify the bargaining agreement's eligibility requirements:

Required number of reportable hours per month: 40 hours

Define hours which are reportable (i.e., hours worked; hours compensated; straight time hours, etc.): Hours worked to include available leaves and cashouts

Identify any probationary period (must be uniformly applied): _____
None

Identify any contractually excluded class of employees (i.e., seasonal, etc.):
Part-time and Temporary

6. Employer Responsibility for Accurate Reporting

Contributions are due on the fifteenth (15th) of the month following the month for which hours are reportable. The Employer is responsible for remitting the entire premium on behalf of each eligible employee. It is the Employer's responsibility to collect any portion of the contributions paid by employees. Any Employee meeting the bargaining agreement's eligibility requirements may not be excluded unless the Employee has opted for and has maintained Employer-sponsored coverage through an HMO as authorized by state law.

Individuals who are retired, do not have sufficient reportable hours, are not covered by the bargaining agreement, do not have a bona fide employment relationship with the Employer, or are otherwise ineligible may not be reported to the Trust. Letters of Understanding or other additions to or exceptions from the bargaining agreement language concerning Trust participation are not valid unless approved in advance by the Board of Trustees. If benefits are provided as a result of the Employer's reporting of ineligible individuals, the Trust may recover any improperly paid benefits from either the individual on whose behalf the benefits were paid or the Employer who reported them to the Trust. The Trust may also retain contributions made on behalf of ineligible individuals.

7. Right to Audit

All Employers participating in the Trust are subject to the Trust's audit provisions and policies. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made and also recover interest on the unpaid contributions, liquidated damages of 10% of the unpaid contributions (20% after suit is filed), audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement. The Employer is responsible for the cost of the audit if reporting discrepancies exceed five percent (5%).

8. Obligation to Maintain Records

All employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Pursuant to federal law, records are to be retained for seven years after the contributions are made. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to have performed any bargaining unit work in a month did have sufficient hours in a month to require a contribution.

9. Continuation Rights

If an Employer ceases participating in the Trust, any current or former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer except when federal law requires to the contrary.

10. No Transfer of Assets

If any employer ceases participation in the Trust, the withdrawing employer and its employees shall have no right or claim to any of the assets of the Trust.

11. Subscription to Trust Agreement

In consideration of their acceptance as participants in the United Employees Benefit Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. The undersigned Employer and Union further accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees of the Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

12. Authorization to Execute Agreement

By signing this Agreement, the signors for the Employer and the Union certify that they have the authority to execute the collective bargaining agreement providing for participation in the UEBT and this Agreement on behalf of the party for which they are signing.

13. Term

This Participation Agreement shall be effective for the term of the collective bargaining agreement listed in paragraph 3 or the expiration of any obligation to continue contributions under an applicable labor law, if later. To ensure proper management of the Trust, Trust rules and this Participation Agreement obligates a bargaining group to participate in the Trust for a minimum of 24 months. If a group has participated in the Trust for less than 24 total months, the bargaining parties may not bargain out until 24 months have elapsed. A bargaining group can terminate its participation in the Trust before 24 months have elapsed only if the Employer goes out of business or the Labor Organization is decertified as the bargaining representative or disclaims interest.

EMPLOYER

UNION

By: _____
(Signature of Employer or Representative)

By: _____
(Signature of Authorized Union Representative)

(Name and Title of Employer Representative • Please Print)

(Name and Title of Union Representative • Please Print)

By: RSKou
(Signature of Employer or Representative)

ROBERT KOCH Franklin County Commissioner
(Name and Title of Employer Representative • Please Print)

Approved as to form by: Stephen Hallstrom 12/13/19
Stephen Hallstrom, DPA

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 2/4/2020 Subject: <u>Purchase of bus tickets and passes from Ben Franklin Transit</u> Prepared by: Deena Horton, Admin Asst-DHS Reviewed by: Kyle Sullivan, Manager-DHS	Execute Agreement _____ Pass Resolution _____ <u>X</u> _____ Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda _____ <u>X</u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Benton County Department of Human Services provides transportation services for various housing programs. Per Resolution 12-677 section 2.2.2 Purchases and Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor) purchases or leases in the price range are to be approved by the Board of Benton County Commissioners pursuant to a written resolution signed by a majority of the Board of Benton County Commissioners".

The Manager of Benton County Department of Human Services requests approval to pay the 2020 invoices for Ben Franklin Transit

COORDINATION

Kyle Sullivan, DHS

SUMMARY

Benton County Department of Human Services provides transportation services for various housing programs. The Manager of Benton County Department of Human Services requests approval to pay the 2020 invoices for Ben Franklin Transit

RECOMMENDATION

- Sign the Resolution to authorize Benton County Department of Human Services to purchase bus tickets and passes for the year 2020, not to exceed \$24,999.00

FISCAL IMPACT

There is no impact on the current expense budget.

MOTION

Motion to approve signing the Resolution to authorize Benton County Department of Human Services to purchase bus tickets and passes for the year 2020, not to exceed \$24,999.00.



Kyle Sullivan, Manager
 Department of Human Services

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF APPROVING THE PURCHASE OF BUS TICKETS AND PASSES FROM BEN FRANKLIN TRANSIT FOR BENTON COUNTY DEPARTMENT OF HUMAN SERVICES' HOUSING PROGRAMS WITH BUDGETED AND ALLOWABLE TRANSPORTATION EXPENSES.

WHEREAS, Benton County Department of Human Services provides transportation services for various housing programs; and

WHEREAS, per Resolution 12-677 section 2.2.2 Purchases and Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor) purchases or leases in the price range are to be approved by the Board of Benton County Commissioners pursuant to a written resolution signed by a majority of the Board of Benton County Commissioners", and

WHEREAS, it is not reasonable to obtain three price quotes due to Ben Franklin transit is the sole provider of public transportation services in the Tri-City area, and

WHEREAS, the Manager of Benton County Department of Human Services requests approval to pay the 2020 invoices for Ben Franklin Transit; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, authorization for Benton County Department of Human Services to pay 2020 invoices not the exceed \$24,999 to Ben Franklin Transit for the purchase of bus tickets and passes for Benton County Department of Human Services' housing programs with budgeted and allowable transportation expenses.

Dated this day of, 2020

Chair

Member

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

Attest:

Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 116

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:djh

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600	4103	Professional Services	\$2,200	558.600	3508	Computer Replacement	\$2,200
TOTAL			\$2,200	TOTAL			\$2,200

Explanation: The planning is needing to purchase a computer for a new hire.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 135.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
557.200	4301	Travel	\$155	557.200	9504	Building / Office Rent	\$155
TOTAL			\$155	TOTAL			\$155

Explanation:

To appropriate funding for Building / Office Rent

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Feb. 4 th 2020	Execute Contract _____	Consent Agenda <u> XX </u>
Subject: Vacation of a portion of Clodfelter Road	Pass Resolution <u> XX </u>	Public Hearing _____
	Pass Ordinance _____	1st Discussion _____
	Pass Motion _____	2nd Discussion _____
Prepared by: CWR	Other _____	Other _____
Reviewed by:		

BACKGROUND INFORMATION

Due to the realignment of Clodfelter Road a portion of the road has become an unusable remnant.

The Board may declare its intention to vacate this portion of the roadway pursuant to RCW 36.87.010. After the declaration the County Engineer must prepare a report on the feasibility of the vacation which will be considered at a public hearing.

SUMMARY

A portion of Clodfelter Road has been realigned. A portion of the right of way can be vacated. RCW 36.87.010 requires the Board to declare its intention to vacate the road and hold a public hearing to consider that action.

RECOMMENDATION

Staff recommends the Board approve a resolution declaring its intention to vacate a portion of Clodfelter Road and order the County Engineer to prepare a report on the vacation for consideration at a public hearing on February 25th, 2020.

FISCAL IMPACT

The costs to process a road vacation typically run around \$1000. There is no petitioner those costs will be borne by the County Road Fund.

MOTION

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: ACCEPTING A PETITION TO VACATE A PORTION OF CLODFELTER ROAD ORDERING THE COUNTY ENGINEER TO PREPARE A REPORT ON SAID VACATION AND SETTING A PUBLIC HEARING TO CONSIDER THE PROPOSED VACATION

WHEREAS, the County Engineer, under the direction from the Board of County Commissioners, is responsible for the management of the County road system and its rights of ways and easements; and

WHEREAS, a portion of Clodfelter Road has become an unusable remnant; and

WHEREAS, the portion of Clodfelter Road to be vacated is generally described as follows:

That portion of Clodfelter Road located in the South East quarter of the West half of the Northwest quarter of the Northeast quarter of section 12, Township 8 North, Range 28 East in Benton County, Washington.

WHEREAS, RCW 36.87 outlines the process for reviewing vacation petitions; **NOW, THEREFORE**

BE IT RESOLVED that the Board of County Commissioners accepts the petition for a portion of Clodfelter Road and hereby orders the County Engineer to prepare a report on said petition; and

BE IT FURTHER RESOLVED that a Public Hearing be held at 9:00 a.m., Tuesday, February 25th, 2020 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed request for vacation.

Dated this 4th day of February 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO (2) 2020 FORD POLICE INTERCEPTOR AWD PURSUIT-RATED SUV'S FROM COLUMBIA FORD UTILIZING WASHINGTON STATE CONTRACT NO. 05916

WHEREAS, Washington State Contract No. 05916 allows for the purchase of 2020 Ford Police Interceptor SUV's from Columbia Ford, Longview, WA; and

WHEREAS, a 2008 Ford Crown Vic Police Interceptor (Equip. No. S08-15) and a 2011 Ford Crown Vic Police Interceptor (Equip. No. S12-01) have reached the point where maintenance costs are beyond the value of the vehicle; and in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures* are in need of replacement; and

WHEREAS, the following vehicles in accordance with the attached quote have been determined to meet the replacement needs:

- Two (2) 2020 Ford Police Interceptor AWD Pursuit-Rated SUV's with an amount not to exceed \$89,872.27 including WSST; and

WHEREAS, the Fleet Superintendent recommends that the above vehicles be purchased for the Corrections Department's use from the Capital Projects Fund and be placed in the ER&R replacement program; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the purchase of two (2) 2020 Ford Police Interceptor AWD Pursuit-Rated SUV's in an amount not to exceed \$89,872.27 including WSST utilizing State Contract No. 05916 from Columbia Ford, Longview, WA; and

BE IT FURTHER RESOLVED the vehicles will be purchased for the Corrections Department's use by the Capital Projects Fund and per Resolution 2019-927, which adopted the ER&R Fund policy, placed in the ER&R replacement program.

Dated this 4th day of February, 2020.

Chairman of the Board

Chairman ProTem

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest. _____
Clerk of the Board

Michael McGhan

From: NOREPLY@des.wa.gov
Sent: Wednesday, January 22, 2020 8:12 AM
To: Michael McGhan
Cc: Steve.Hatfield@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2020-1-637 - BENTON COUNTY - 10300

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Vehicle Quote Number: 2020-1-637 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Silver Grey Metallic (TN) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0521-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$32,800.00	\$65,600.00
2020-0521-010	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	2	\$0.00	\$0.00
2020-0521-011	NEW - Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U)	2	\$4,041.00	\$8,082.00
2020-0521-031	Daytime Running Lights (942)	2	\$45.00	\$90.00
2020-0521-035	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	2	\$543.00	\$1,086.00

2020-0521-038 NEW - Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	2	\$161.00	\$322.00
2020-0521-042 Reverse Sensing System (76R)	2	\$274.00	\$548.00
2020-0521-045 NEW - Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	2	\$144.00	\$288.00
2020-0521-047 Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	2	\$338.00	\$676.00
2020-0521-048 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	2	\$51.00	\$102.00
2020-0521-064 Auxiliary Air-Conditioning (can now be ordered with Cargo Storage Vault #63V) (17A)	2	\$608.00	\$1,216.00
2020-0521-072 NEW - H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	2	\$109.00	\$218.00
2020-0521-207 Undercoating (wheel wells) (DLR)	2	\$125.00	\$250.00
2020-0521-260 Window Barriers, Steel Horizontal, 3-Piece Rear Cargo Compartment (DLR)	2	\$330.00	\$660.00
2020-0521-261 Partition, Front Horizontal with Sliding Polycarbonate Window (Setina 10VS) (DLR)	2	\$642.00	\$1,284.00
2020-0521-264 Partition, Front - Tallman Upgrade (allows additional seat recline for driver) (Must also order a front partition) (Setina T) (DLR) (Now standard on all full front partitions)	2	\$0.00	\$0.00
2020-0521-265 Partition, Front - Upgrade, Vinyl coated metal mesh screen with poly slider (must also order a front partition) (DLR)	2	\$20.00	\$40.00
2020-0521-270 Partition, Rear - Metal Mesh (Setina 12VS) (DLR)	2	\$410.00	\$820.00
2020-0521-272 Seat, Setina HD TPO Full Replacement Rear Prisoner Transport Seat (includes Center-Originating Seat Belts with Docking Buckles on front partition) (Factory seat shipped loose in cargo area) (Must also order Setina Rear Partition 12VS or 12VS/P) (DLR)	2	\$813.00	\$1,626.00

Quote Totals

Total Vehicles: 2
Sub Total: \$82,908.00
8.4 % Sales Tax: \$6,964.27
Quote Total: \$89,872.27

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>02/04/2020</u>	Execute Contract	<u> </u>	Consent Agenda	<u> X </u>
Subject:	<u>Speed Limits</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
	<u>on County</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>Roads</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
Prepared by:	<u>CLR</u>	Other	<u> </u>	Other	<u> </u>
Reviewed by:	<u>MSR</u>				

BACKGROUND INFORMATION

The Public Works department has identified the following roads and neighborhoods as needing traffic evaluations and speed studies. Traffic studies, engineering studies, and field reviews were conducted for these County roads by Benton County engineering department.

The study collected data on traffic volumes, road conditions, current posted speed and 85th percentile speed. Each road was evaluated based on these factors including engineering judgement and recommended methods of setting speed contained in the MUTCD and FHWA guidance of setting speed limits.

SUMMARY

The Public Works department recognition and inquires from the public to evaluate the current and statute speed limits, the engineering department conducted traffic studies and evaluations. Efforts to determine if statute speed limits are sufficient for said roadways were determined by speed data collection and traffic evaluations.

RECOMMENDATION

Staff recommends that the speed limits in the study area be adjusted as outlined to meet county and state uniformity practices and to meet or exceed guidelines outlined in the current edition of the MUTCD.

FISCAL IMPACT

Additional speed limit signs will be installed to indicate the revised speed limits. Approximately 6 signs are required at an average cost of \$300 per sign.

MOTION

I move to approve a Resolution adjusting the speed limits on Williams Road (MP 0.0-0.58). and on Old Inland Empire Highway (MP 19.07-20.52) as presented by the County Engineer.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: SPEED LIMITS

WHEREAS, RCW 46.61.415 provides that local authorities may establish or alter maximum speed limits;
and

WHEREAS, the County Engineer has identified the following roads; and

WHEREAS, the County Engineer recommends designating speed limits on these County roads based on the characteristics of the roads and residential status of the neighborhoods; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW THEREFORE**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on various County roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of speed limits listed below on the following roadways:

ROAD NAME	Starting Point	Ending Point	New Speed Limit
O.I.E. Hwy	19.07	20.52	35 MPH
Williams Road	0	0.58	35 MPH

Dated this 4th day of February 2020.

Chairman of the Board.

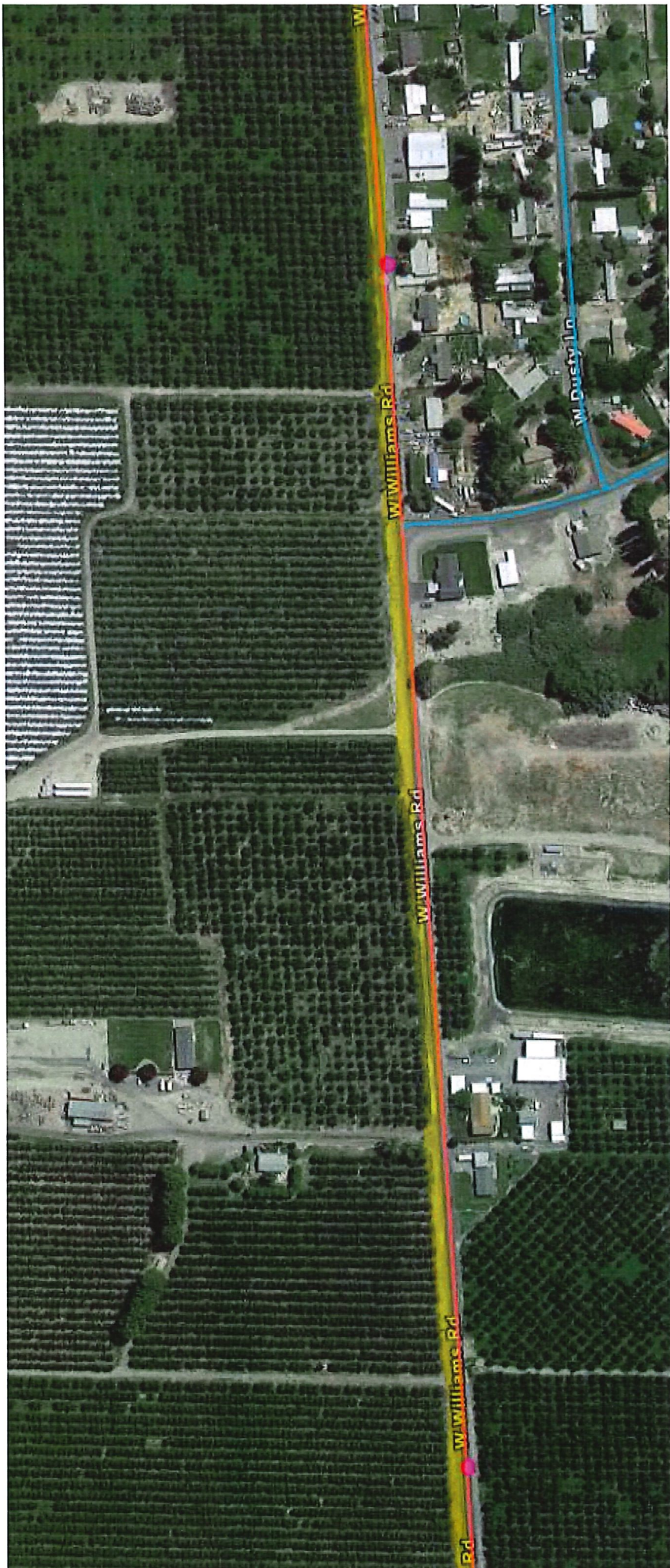
Chairman Pro-Term.

Member.

Attest: _____

Clerk

Clayton Rawlings





RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF ONE (1) NEW 4000 GALLON TANK, PUMP AND PLUMBING TO BE INSTALLED ON A COUNTY OWNED CHASSIS FROM OCHOCO MFG. CORP.

WHEREAS, by resolution dated January 14, 2020, bid call was authorized for the purchase of One (1) New 4000 Gallon Tank, Pump and Plumbing to be Installed on a County Owned Chassis; and

WHEREAS, bids were received on January 23, 2020 and are as set forth in the attached tabulation; and

WHEREAS, the Public Works Manager recommends award of the purchase to Ochoco Mfg. Corp., Prineville, Oregon; **NOW, THEREFORE**,

BE IT RESOLVED that the business of supplying Benton County with One (1) New 4000 Gallon Tank, Pump and Plumbing to be Installed on a County Owned Chassis be awarded to Ochoco Mfg. Corp., in the amount of \$99,891.00, plus Washington State Sales Tax; and

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

Dated this 4th day of February, 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

DATE: January 23, 2020,10:30 am., Local Time

Firm Name and Address	Delivery	Bid Price	Sales Tax	TOTAL
Ochoco Mfg. Corp. P. O. Box 66 Prineville, OR 97754	120 days	\$ 99,891.00	7,991.28	\$ 107,882.28
			-	\$ -
			-	\$ -
			-	\$ -

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned hereby certifies that I/we have read the requirements and specifications for and thoroughly understand the same and propose as follows:

Delivery Date: 120 DAYS AFTER RECEIVE PO

BID PRICE FOR ONE (1) NEW 4,000 GALLON TANK, PUMP AND PLUMBING INSTALLED ON A COUNTY OWNED CHASSIS. BID PRICE SHALL INCLUDE PICK UP OF CHASSIS AND DELIVERY OF COMPLETED VEHICLE TO KENNEWICK, WASHINGTON.

\$ 99,891⁰⁰

Washington State Sales Tax 8 %

\$ 7,991⁰⁰ \$17991.28 *alc*

TOTAL BID:

\$ 99,891⁰⁰ \$107,882.28 *alc*

DATED this 16TH day of JANUARY, 2020.

FIRM NAME OCHOCO MFG. CO. P.

TELEPHONE: (541) 447-5502

ADDRESS: PO BOX 66
PRINEVILLE, OR 97754

EMAIL OMCO@CRESTVIEWCABLE.COM

SIGNATURE OF AUTHORIZED OFFICIALS:

Cary Jamison - Cary Jamison, President Signature Cary Jamison
Please print name and title

MARK JAMISON EXEC. VP Signature Mark Jamison
Please print name and title

PROPOSAL MUST BE SIGNED

- NOTE: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Feb 4, 2020</u>	Execute Contract	<u>X</u>	Consent Agenda
Subject: <u>Contract w/ADVANCED AIRCRAFT SERVICES, LLC</u>	Pass Resolution	<u>X</u>	Public Hearing
Prepared by: <u>K. Gillies</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____	2nd Discussion
	Other	_____	Other

BACKGROUND INFORMATION/ SUMMARY

The FAA requires all aircraft must be equipped with Automatic Dependent Surveillance-Broadcast (ADS-B) by January 1, 2020. The Sheriff's Office plane is not currently equipped with ADS-B. In order to become compliant with the FAA ADS-B requirement, the BCSO plane must be equipped with (1) Garmin DG 82 ADS-B with GPS transmitter along with all necessary coaxial cables, TNC connectors, and circuit breaker.

RECOMMENDATION

Approve the attached Resolution and Personal Service Contract between Benton County and Advanced Aircraft Services, LLC. for a one-time contract not to exceed \$3,317.43, WSST

APPROVED AS TO FORM

Ryan Lukson has approved as to form

FISCAL IMPACT

Said expenditures shall be paid out of the Sheriff's Investigative Fund and was included in the 2019-2020 budget process. Resolution 2019-894 was previously approved, but due to weather the service was unable to be provided by the contractor.

MOTION

Consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO ADVANCED AIRCRAFT SERVICES, LLC. WHO SHALL REMOVE AND INSTALL ON COUNTY'S CESSNA 182 (1) GARMIN GDL 82 ADSB WITH GPS TRANSMITTER ALONG WITH ALL NECESSARY COAXIAL CABLES, TNC CONNECTORS, AND CIRCUIT BREAKER.

WHEREAS per FAA, aircraft must be equipped with Automatic Dependent Surveillance-Broadcast (ADSB) by January 1, 2020. The Sheriff's Office plane is not currently equipped with ADSB; and

WHEREAS, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county 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, Resolution 2019-894 that was previously approved by the Board for a similar service, however the contractor was unable to perform the service under the contract due to weather constraints; and

WHEREAS, the Sheriff's Office recommends entering into a new contract with Advanced Aircraft Services, LLC. for said services with a termination date of April 30, 2020; NOW, THEREFORE

WHEREAS, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and hereby awards the personal service contract to Advanced Aircraft Services LLC. for removal and install on County's Cessna 182 (1) Garmin GDL. 82 ADSB with GPS Transmitter along with all necessary coaxial cables, TNC Connectors, and circuit breaker, for a one-time contract not to exceed \$3,317.43, plus any applicable WSST; and

WHEREAS, the Board authorizes the Chairman to sign the attached Personal Service Contract between Benton County and Advanced Aircraft Services, LLC.; and,

BE IT RESOLVED, the term of the attached contract commences February 1, 2020 and expires on April 30, 2020.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K. Gillies

**BENTON COUNTY
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 **ADVANCED AIRCRAFT SERVICES, LLC** a corporation organized under the laws of the State of Oregon with its principal offices at 1590 NW Perimeter Way, Troutdale, OR 97060 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

- a. Terms and Conditions (this document)
- b. Exhibit A - Proposal dated 10/16/2019

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire on April 30, 2020. 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 services as outlined below:

- a. CONTRACTOR shall remove and install (1) Garmin GDL 82 ADSB with GPS Transmitter along with all necessary coaxial cables, TNC Connectors, and circuit breaker, as further outlined in Exhibit A attached hereto.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials.

Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- d. The CONTRACTOR shall ensure that only employees who are FAA certified mechanics or employees that are supervised by FAA certified mechanics perform repairs to the aircraft.
- e. The CONTRACTOR shall return the aircraft to the COUNTY "certified for flight" pursuant to FAA guidelines.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Greg Lehman
1590 NW Perimeter Way
Troutdale, OR 97060
advancedaircraftllc@gmail.com

- b. For COUNTY: Jason Erickson, Community Service Lt.
7122 W. Okanogan Place Bldg. B
Kennewick, WA 99336
(509) 735-6555 ext. 3843
Jason.Erickson@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. For the services performed under this Contract, the CONTRACTOR shall be paid three thousand three hundred seventeen dollars and forty three cents (\$3,317.43), plus and applicable sales tax, all in accordance with Exhibit A.

Any unforeseen additional repairs for this service will fall under "as needed" services.

- b. "As needed" parts/equipment cost will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on the aircraft. Standard shop rate for labor shall be \$ 110 per hour.
- c.
- d. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$6,000.00.
- e. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- f. The CONTRACTOR may, in accordance with services and equipment, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- g. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- h. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- i. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives

any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by

CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

c. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect

to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

d. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service

shall be effective at the beginning of the next working day.

25. CUSTODY OF AIRCRAFTS

The parties understand that in order to accomplish the work required by this Contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol aircraft for periods of time. Accordingly, the parties agree that the custody of the patrol aircraft will be subject to the following conditions:

- a. All patrol aircrafts that are left in the custody of CONTRACTOR shall not contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the aircraft when they are left in CONTRACTOR's custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within the aircraft while work is being done;
- b. CONTRACTOR shall ensure that only those trusted, fulltime employees who are required to do work under this Contract shall have access to the patrol aircrafts or to the keys which access same and shall not permit any third parties or sub-contractors to have access to patrol aircraft or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol aircraft, said patrol aircraft shall be fully locked, any available alarm or anti-theft systems shall be activated, and the aircraft shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol aircraft in its custody are missing, it shall immediately notify the Benton County Sheriff's Office On-Duty Patrol Supervisor through contacting SECOMM at (509) 628-0333 and ensuring contact and notification is made;
- e. CONTRACTOR and its employees shall not operate any patrol aircraft in its custody anywhere outside of CONTRACTOR's property without first obtaining the express permission of the Contract representative set forth in Section 4b or his designee. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol aircraft from one portion of CONTRACTOR's premises to another

portion of CONTRACTOR's premises as necessitated by the work being done pursuant to this Contract;

- f. If it becomes necessary to test-fly any patrol aircraft in CONTRACTOR's custody for the purposes of testing or verifying work being done pursuant to this Contract, CONTRACTOR shall contract the Contract representative set forth in Section 4b, and shall arrange for a representative of the Benton County Sheriff's Office to be physically present in the patrol aircraft during any such test flights;
- g. In the same manner as stated in the indemnification provisions (Section 7) of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of misuse of any patrol aircraft while it is legally in CONTRACTOR's custody.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); inspection and keeping of records and books (Section 14); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 19).

27. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of

the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

Dated: _____

Dated: 1/24/2020

BENTON COUNTY

ADVANCED AIRCRAFT SERVICES, LLC

Chairman
Benton County Commissioner

Coke
Signature

Approved as to Form:

Member
Title:

[Signature]
Ryan J. Leason, CIVIL DPA

Greg Lehman
Print Name

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Feb. 4, 2020</u>	Execute Contract	_____	Consent Agenda
Subject: <u>MOU Modifications w/</u>	Pass Resolution	<u> X </u>	Public Hearing
<u>US Marshal - Eastern District</u>	Pass Ordinance	_____	1st Discussion
<u>of WA</u>	Pass Motion	_____	2nd Discussion
Prepared by: <u>K. Gillies</u>	Other	_____	Other
Reviewed by: <u>Ryan Lukson</u>			

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2019-901 dated December 3, 2019, the Board of Benton County Commissioners approved the MOU for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington of a reimbursement to Benton County for an amount up to \$3,292.00 for the period of 10/15/19 – 09/30/20.

The BCSO received the attached MOU Modification, increasing the MOU by \$9,225.00 bring the total cap to \$12,517.00 for the period of 10/15/19 – 09/30/20.

RECOMMENDATION

Approve the attached Resolution, authorizing the Benton County Sheriff's signature on the attached Memorandum of Understanding Modifications for the Joint Law Enforcement Operations Task Force between the Benton County Sheriff's Office and US Marshal Eastern District of Washington for an amount up to \$12,517.00.

APPROVED AS TO FORM

Ryan Lukson has declined to approve these agreements in the past due to having concerns of potential liability with involvement to this task force, as Benton County does not direct or control the daily operations of any of the task force members, including the BCSO deputy assigned the Marshals Office. The attached MOU Modification has been sent to Ryan Lukson for his information.

FISCAL IMPACT

This additional \$9,225.00 was included in the 2019-2020 budget process under expenditures or revenue; therefore, with Board approval, BCSO may need to go through the proper procedure of a public hearing for the consideration of a budget adjustment.

MOTION

The Board of Benton County Commissioners hereby moves to approves the attached MOU Modification for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and USMS Eastern District of Washington for a reimbursement to Benton County up to \$12,517.00 for the period of October 15, 2019 thru September 30, 2020 and hereby authorizing the Benton County Sheriff's signature on the attached MOU Modification.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE BENTON COUNTY SHERIFF'S SIGNATURE ON THE MOU MODIFICATION BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND UNITED STATES MARSHAL - EASTERN DISTRICT OF WASHINGTON FOR THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE FOR FY2020

WHEREAS, the United States Marshal Service (USMS) has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement for the purpose of locating and apprehending fugitives; and

WHEREAS, per 2019-901 dated December 03, 2019, the Board of Benton County Commissioners approved the Memorandum of Understanding (MOU) for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and USMS Eastern District of Washington for a reimbursement to Benton County up to an amount of \$3,292 for the period of October 15, 2019 thru September 30, 2020; and

WHEREAS, the reimbursement is granted by the USMS, if funding is available, for 1) overtime incurred by the state or local investigators who provided full time support to USMS joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators; and

WHEREAS, the BCSO received a MOU Modification to add \$9,225.00 to the previous MOU Modification request, bring the total cap amount to \$12,517.00; and

WHEREAS, the Benton County Sheriff recommends moving forward with the attached MOU Modification between the Benton County Sheriff's Office and USMS Eastern District of Washington and have the Board of Commissioners authorize the Sheriff's signature on the attached MOU Modifications; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached MOU Modification for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and USMS Eastern District of Washington for a reimbursement to Benton County for an amount up to \$12,517.00, for the period of October 15, 2019 thru September 30, 2020; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff's signature on the attached MOU Modification.

Dated this _____ day of _____, 2020

Chairman

Member

Member

Attest: _____

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-20-D85-O-000046

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

Benton County Sheriff's Office
and

Eastern District of Washington (85)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2020	D85	APF-B-OP	JLEOTFS4	25302 - TFO Overtime
				Current Funded Amount: \$3,292.00
				Adjusted Amount: \$9,225.00
				Revised Amount: \$12,517.00

SECTION 4: DESCRIPTION OF MODIFICATION

Additional funding provided for reimbursement of USMS approved Overtime for Task Force Officers (TFO) assigned to the Pacific Northwest Violent Offender Task Force (PNVOTF) for the period of 10/15/19 - 09/30/20.

Total authorized amount to date: \$12,517.00

SECTION 5: CONTACT INFORMATION

DISTRICT/RTTF CONTACT:	STATE/LOCAL CONTACT:
Name: <u>SDUSM Benjamin Haraseth</u>	Name: _____
Phone: <u>509-368-3613</u>	Phone: _____
E-mail: <u>benjamin.haraseth@usdoj.gov</u>	E-mail: _____

SECTION 6: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: Jacqueline Gabert Date: 1-21-20
Jacqueline Gabert, Administrative Officer

Chief Deputy or RTTF Commander - Obligation Approval:

Signature: Gavin Duffy Date: 1/21/20
Gavin Duffy, Chief Deputy U.S. Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative Acknowledgement:

Signature: [Signature] Date: 1/27/20

FORM USM-607A INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Modification Document is designed to provide district and regional fugitive task forces with one standard form to record increases or decreases in funding for existing obligations. For new obligations, please refer to Form USM-607, Joint Law Enforcement Operations Task Force Obligation Document. Joint Law Enforcement Operations partnerships with state and local agencies exist under a reimbursable agreement detailed in the Memorandum of Understanding. The United States Marshals Service reserves the right to modify funding as needed and will provide notification of any changes to the JLEO participating agency.

SECTION 1: Obligation Number

A. Enter UFMS Document Control number for the existing obligation to be modified.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Appropriation Data

A. Insert valid appropriation data in the fields provided, using the original obligation document for reference.

SECTION 4: Description of Modification

- A. Enter a brief description of the reason or purpose for the modification. Space is limited to a maximum of 150 characters.
- B. If a more detailed description is necessary, please note "See attached" in the text field, type the full description of the modification into a new document and attach the additional page to this form. Be sure to note the obligation number on the attachment.

SECTION 5: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 6: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF).
- B. Obligation Approval: Signature will be applied by District or RFTF representative.
- C. Acknowledgement: The JLEO participant can acknowledge receipt of the modification form in one of two ways:
 - 1. Sign the completed Form USM-607A and return to the issuing District/RFTF office.
 - 2. Send an email to the District/RFTF point of contact acknowledging that the agency has received and understood the USM-607A. The USMS POC will then print the e-mail and attach to the modification form in lieu of an agency signature.

When completed, the form will be returned to the District/RFTF office. Districts are responsible for modifying obligations in UFMS according to the USM-607A information. RFTF modifications will be forwarded to Headquarters IOD to be entered into UFMS.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: February 4, 2020 Subject: Recovery Coalition Prepared by: Deena Horton, Admin Asst Reviewed by: Kyle Sullivan, Manager-DHS	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other <u> X </u>		Consent Agenda _____ Public Hearing _____ 1st Discussion <u> X </u> 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Recovery Coalition will be presenting on turning the old Trios Hospital into a Recovery Center. This is a group of professionals and general individuals who formed a coalition about a year ago to work on issues in our community centered around substance abuse. One of the issues they have been working on is developing treatment options (detox, inpatient and outpatient services, sobering services, etc.) so residents of our community can receive help locally instead of having to be transferred to a facility out of town. They want to conduct a feasibility study to determine if the Hospital would, 1. Structurally meet the needs. And, 2. Be financially viable. The feasibility study will cost approx. \$48,000. The hospital district agreed to pay half of that and any additional cost overruns. They will be asking Benton County to agree to pay \$12,500 for a portion of the feasibility study.

RECOMMENDATION

MOTION



 Kyle Sullivan, Manager
 Department of Human Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
Meeting Date: <u>02/04/2020</u>	<u>NEEDED</u>	Consent Agenda
Subject: <u>LIT – Additional positions in HR, IT, and Sheriff’s Office</u>	Execute Contract	Public Hearing
Prepared by: <u>L. Wingfield</u>	Pass Resolution X	1st Discussion X
	Pass Ordinance	2nd Discussion
	Pass Motion	Other
	Other	

BACKGROUND INFORMATION

Over the past several months, the HR Department has been contacted about the need of additional positions within multiple county departments/offices. The County has continued to improve efficiencies in technology and maintained a lower level of staffing. It has come to the attention of the HR Manager, who is working closely with the County Administrator, to receive the requests from Elected Officials and Department Managers.

At this time, the HR Manager would like to start the discussions of overall County staffing needs. It is the desire of the HR Manager to lay out a plan to determine where the needs are and how they can be addressed, for example within the current budget or at next budget cycle.

Over the past several months, there has been an additional 3 positions created, a third Patrol Commander, a Budget and Finance Analyst, and an Associate Planner. An additional 3 positions are being requested today:

- HR Generalist, nonbarg grade 14
- Information Systems Analyst III, Courthouse Union grade 16
- Administrative Clerk in the Sheriff’s Office, SO Clerical grade 9

SUMMARY

See above.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the line item transfer within current expense 0000101, department 127 to create a HR Generalist.

I move to approve the line item transfer within central services fund 0502101, to create an Information Systems Analyst III.

I move to approve the line item transfer within current expense 0000101, departments 118 and 119 to create an Administrative Clerk.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES FUND NUMBER 0502101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.810	1687	Manager	\$15,000	518.810	1698	Information Systems Analyst III	\$50,000
518.810	1699	Information Systems Analyst IV	\$20,000				
518.810	1692	Central Services Supervisor	\$15,000				
TOTAL			\$50,000	TOTAL			\$50,000

Explanation:

Fund a Information System Analyst III that was vacated in 2016, Courthouse Union grade 16

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
Meeting Date:	<u>02/04/2020</u>	<u>NEEDED</u>		Consent Agenda
Subject:	<u>LIT – Additional positions in HR, IT, and Sheriff’s Office</u>	Execute Contract		Public Hearing
Prepared by:	<u>L. Wingfield</u>	Pass Resolution	X	1st Discussion X
		Pass Ordinance		2nd Discussion
		Pass Motion		Other
		Other		

BACKGROUND INFORMATION

Over the past several months, the HR Department has been contacted about the need of additional positions within multiple county departments/offices. The County has continued to improve efficiencies in technology and maintained a lower level of staffing. It has come to the attention of the HR Manager, who is working closely with the County Administrator, to receive the requests from Elected Officials and Department Managers.

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- HR Generalist, nonbarg grade 14
- Information Systems Analyst III, Courthouse Union grade 16
- Administrative Clerk in the Sheriff’s Office, SO Clerical grade 9

SUMMARY

See above.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the line item transfer within current expense 0000101, department 127 to create a HR Generalist.

I move to approve the line item transfer within central services fund 0502101, to create an Information Systems Analyst III.

I move to approve the line item transfer within current expense 0000101, departments 118 and 119 to create an Administrative Clerk.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 118 &
119.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: **SO Admin & SO Clerk & Records**

Dept Nbr: **118 & 119**

Fund Name: **Current Expense**

Fund Nbr: **0000101**

TRANSFER FROM: DEPT 119

TRANSFER TO: DEPT 118

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.220	1386	Records Clerk	\$14,000	521.100	1568	Administrative Clerk	\$51,400
521.220	1429	Administration Clerk	\$28,900	521.100	2103	Medical Insurance	\$13,200
521.220	1935	Holiday	\$29,325	521.100	2104	Retirement	\$7,625
TOTAL			\$72,225	TOTAL			\$72,225

Explanation:

Create an additional Administrative Clerk in the Sheriff's Office, SO Clerical union grade 9

Prepared by:

Date

Approved

Denied

Date:

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
Meeting Date: <u>02/04/2020</u>	<u>NEEDED</u>	Consent Agenda
Subject: <u>LIT – Additional positions in HR, IT, and Sheriff’s Office</u>	Execute Contract	Public Hearing
Prepared by: <u>L. Wingfield</u>	Pass Resolution X	1st Discussion X
	Pass Ordinance	2nd Discussion
	Pass Motion	Other
	Other	

BACKGROUND INFORMATION

Over the past several months, the HR Department has been contacted about the need of additional positions within multiple county departments/offices. The County has continued to improve efficiencies in technology and maintained a lower level of staffing. It has come to the attention of the HR Manager, who is working closely with the County Administrator, to receive the requests from Elected Officials and Department Managers.

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- Information Systems Analyst III, Courthouse Union grade 16
- Administrative Clerk in the Sheriff’s Office, SO Clerical grade 9

SUMMARY

See above.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the line item transfer within current expense 0000101, department 127 to create a HR Generalist.

I move to approve the line item transfer within central services fund 0502101, to create an Information Systems Analyst III.

I move to approve the line item transfer within current expense 0000101, departments 118 and 119 to create an Administrative Clerk.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 127.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.100	1732	HR Manager	\$5,000	518.100	(new)	HR Generalist	\$22,000
518.100	1734	HR Assistant	\$6,000				
518.100	4103	Professional Services	\$8,000				
518.100	4503	Rentals - Office Equipment	\$3,000				
TOTAL			\$22,000	TOTAL			\$22,000

Explanation:

Create an HR Generalist, nonbarg grade 14

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member