

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

To view items in detail, please
click on the highlighted area.

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, January 27, 2015 Benton County Planning Annex 1002 Dudley Avenue, Prosser, WA

Benton County Commissioner Board Meetings have temporarily moved to the above address pending construction at the Courthouse until approximately March 1, 2015. We apologize for the inconvenience.

9:00 AM

Call to Order

Approval of Minutes

❖ January 13, 2015

Review Agenda

Consent Agenda

Clerk

- a. Line Item Transfer, Fund No. 0000-101, Dept. 106
- b. Lease Agreement w/APS Mailing Systems for Mailing Services

Commissioners

- c. Approval of Benton County Tax Levy for 2015
- d. Amending Resolution 2014-113 Regarding 2013-2014 County Budgets
- e. Canvassing Board Appointment
- f. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 137
- g. Authority for County Administrator to Deny and Settle Claims; Rescinding Res 2012-327

Coroner

- h. Purchase Authorization of 2015 Dodge Cargo Van from Lithia Chrysler Jeep Dodge

Facilities

- i. Line Item Transfer, Fund No. 0000-101, Dept. 110
- j. Contract w/Apollo Sheet Metal, Inc. for HVAC Maintenance Services

Human Services

- k. Contract w/Dept of Social & Health Services, Division of Behavioral Health & Recovery
- l. Contract w/City of Kennewick for Crisis Intervention Training
- m. Contract w/Domestic Violence Services for Ten-Year Homeless Housing Plan

Information Technologies

- n. Purchase Authorization of Solarwinds Orion Monitor & Software from Cerium Networks
- o. Purchase Authorization of Two Yr Software Subscription Renewal w/DLS Solutions

Juvenile

- p. Line Item Transfer, Fund No. 0115-101, Dept. 171
- q. Contract w/City of Kennewick for Graffiti Abatement Program
- r. Contract w/City of Benton City for Graffiti Abatement Program
- s. Amended Contract w/State of WA, Department of Social & Health Services for Selective Aggressive Probation

- t. Awarding Dyron Murphy Architects Contract for Admin Building Assessments
- u. Awarding Western States CAT Contract for Engine & Generator Maintenance & Repair

Office of Public Defense

- v. Line Item Transfer, Fund No. 0000-101, Dept. 136
- w. Amended District Court Public Defense Contract w/B Riley
- x. Amended District Court Public Defense Contract w/E Riley
- y. Amended District Court Public Defense Contract w/B Pang
- z. Amended District Court Public Defense Services Agreement w/M Mendoza
- aa. District Court Public Defense Services Agreement w/D McKinley
- bb. District Court Public Defense Agreement w/L Mapes
- cc. District Court Public Defense Mentoring & Supervision Contract w/M Trombley
- dd. Public Defense Investigative Services Contract w/J Porteous
- ee. Public Defense Investigative Services Contract w/J Griffin
- ff. Public Defense Investigative Services Contract w/M Torres
- gg. Public Defense Investigative Services Contract w/M Almquist
- hh. Superior Court Public Defense Services Contract w/P McBurney
- ii. Amended Superior Court Public Defense Services Contract w/M Alexander
- jj. Amended Superior Court Public Defense Services Contract w/S Ajax
- kk. Amended Juvenile Public Defense Services Agreement w/M Trombley
- ll. Terminating District Court Public Defense Contract w/J Briggs
- mm. Public Defense Contract w/D Stovern for Failure to Pay Legal Financial Obligation Matters
- nn. Public Defense Contract w/S Henwood for Failure to Pay Legal Financial Obligation Matters

Parks

- oo. Line Item Transfer, Fund No. 0110-102, Department 000

Personnel

- pp. Line Item Transfer, Fund No. 0503-101, Dept. 000
- qq. Payment Authorization to B Strote Counseling & EAP for Training Services

Protective Inspection

- rr. Line Item Transfer, Fund No. 0149-101, Dept. 000

Public Works

- ss. Bid Authorization for Purchase of Surfacing Materials-Hot Mix Asphalt
- tt. Digital Submittal Certification of 2015 Road Levy Certification & Estimated Revenue
- uu. Purchase Authorization from Kuker-Ranken, Inc of Leica Total Station – Survey Equipment

Sheriff

- vv. Salary Request Statement
- ww. Purchase Authorization from ProForce Law Enforcement for Weapons & Tasers
- xx. Contract w/ LexisNexis for Law Library
- yy. Agreement w/ City of Kennewick for Use of Kennewick Firearms Range Facility
- zz. Ammunition Purchase Authorization from San Diego Police Equipment Company
- aaa. Notice of Withdrawal from Interlocal Agreement Regarding Cellebrite USA Software

Superior Court

- bbb. Superior Court Interpreter Services Agreement w/A Armijo

Scheduled Business

- Grant Agreement w/Benton County Emergency Management ~ T Antonson

Authorization to Purchase Equipment/Software from Snap Trends ~ T Antonson

Request to Release Benton County 2060 Affordable Housing Funds ~ L Robb

Benton County Shoreline Master Plan ~ Planning

Public Safety Tax Update – Mental Health Coordinator Position ~ D Sparks & L Smith Kelty

Criminal Justice Sales Tax Discussion ~ Commissioners

Unscheduled Visitors

Other Business

Executive Session

4th Quarter Litigation Update ~ R Brown

Evaluation of the Qualifications of Applicant for Public Employment ~ S Hallstrom & D Ford

Union Negotiations Update ~ Commissioner Small

Quasi-Judicial Hearing re Rosalez Appeal ~ Commissioners

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, January 13, 2015, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Public Works Manager Daniel Ford; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Clerk Josie Delvin; Bob Woody, IT Department; GIS Manager Mary Phillips; Assessor Bill Spencer; Erhiza Rivera, Treasurer's Office; Dan Mack and Matt Rassmussen, Public Works; Rosie Sparks and Taylor Ranger, Auditor's Office.

Approval of Minutes

The Minutes of January 6, 2015 were approved.

Consent Agenda

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

Animal

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

Auditor

- b. Amending Budget Policy & Procedures Per Resolution 11-793

Commissioners

- c. Adopting Business Travel & Expense Policy Establishing Procedures & Guidelines; Rescinding Resolution 2014-209
- d. Appointment of K Christensen to the Benton County Mosquito Control Board
- e. Appointment of G Dorsett to the Benton County Mosquito Control Board

Facilities

- f. Line Item Transfer, Fund No. 0000-101, Dept. 110
- g. Contract w/Moon Security Services, Inc. for Security Monitoring Services

Fairgrounds

- h. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Services

- i. Line Item Transfer, Fund No. 0108-101, Depts. 504 & 560
- j. Line Item Transfer, Fund No. 0108-101, Depts. 504 & 560

Juvenile

- k. Line Item Transfer, Fund No. 0115-101, Dept. 171

Parks

- l. Line Item Transfer, Fund No. 0000-101, Dept. 126

Personnel

- m. Agreement w/Public Safety Testing for Civil Service Testing
- n. Internal Policies for Non-Exempt Non-Bargaining Employees in Facilities & Parks Dept.

Prosecuting Attorney

- o. Agreement w/American Federation of State, County and Municipal Employees, Representing Courthouse Employees
- p. Agreement w/Teamster's Local 839, Representing Sheriff's Office Clerical

Public Works

- q. Purchase & Payment Authorization of Spreader Controls for Dump Trucks to Force America Distributing
- r. Interlocal Agreement w/Columbia Irrigation District for Quarry Rock

Sheriff

- s. Purchase of 12 Vehicles from Columbia Ford Nissan

Superior Court

- t. Line Item Transfer, Fund No. 0000-101, Dept. 123

Sustainable Development

- u. Contract w/Prosser Economic Development Association for Economic Development
- v. Contract w/Benton City Economic Development Council for Economic Development

Treasurer

- w. 2014 Personal Property Uncollectibles

Administrative Policy & Procedure for Renaming County Roads

Dan Ford presented a draft policy for renaming county roads. He pointed out that it required all land owners on the road proposed to be renamed to be signatories on the petition.

After review the Board agreed to have Mr. Ford move forward and adopt the policy.

Final Plat of The Ridge at Reata West Phase 3 – SUB 2014-003

Mike Shuttleworth presented the Final Plat for approval. He said that all conditions of approval were satisfied and it was ready for the Board's approval.

MOTION: Commissioner Small moved to approve the Final Plat of the Ridge at Reata West, Phase 3, SUB 2014-003, as presented. Commissioner Beaver seconded and upon vote, the motion carried.

Other Business

Commissioner Small said he continued to work on the mental health court issue and that Mr. Sparks would be bringing forth a proposal. Additionally, he commented that GCBH had just received one of its largest supplements (\$44 million of additional funds came in).

Commissioner Beaver encouraged everyone to go to the new Badger Mountain Trail on the south side of Badger Mountain.

Chairman Delvin said he met with local law enforcement agencies to discuss the gang and crime prevention monies. Additionally, he met with Darryl Banks at Juvenile and they would be forming a committee/working group to come up with an RFP. He said he also met with David Sparks and Loretta Smith Kelty to talk about how they would go forward with that; might be starting in the summer and he would keep the Board apprised.

Chairman Delvin said the Legislative trip was scheduled for Feb. 12 and 13 if the Board was interested. Additionally, he received an invitation from a nurse at the Health District to attend the family prevention program on Jan. 22. Commissioner Beaver said he would try to make it.

Chairman Delvin discussed meetings in February and said he would be gone the week after the holiday (Presidents' Day) to the NACO conference and asked if the Board wanted to hold the meeting the day after the holiday and cancel the week he was at NACO. Commissioner Beaver said that was fine with him.

Commissioner Beaver said he was being approached about the 3/10 criminal justice sales tax money and he suggested the Board have a workshop to prioritize the projects and have a timeline when the County would receive the funds.

Commissioner Small specifically discussed the mental health court and said some folks thought it was going to start Jan. 2015 and he was trying to get liaisons out to address this and reach out and let people know what was happening.

Mr. Sparks said he and Ms. Smith Kelty met with District Court and the PA regarding the mental health court and they would be presenting a resolution to authorize the mental health coordinator position and establish a budget. Additionally, Ms. Smith Kelty had met with departments that were scheduled to receive money and asked them to prioritize their requests. Mr. Sparks said he wanted to have a couple of months to see where they were at on sales tax and said he would feel more comfortable with a couple of months of collection to evaluate. He said as long as this was a continuing working document, he didn't have a problem with having the discussion.

The Board agreed this was a good place to start and they wanted to make sure everything being requested could be funded so it would be successful and they didn't want to just spend all the money.

Commissioner Small said he wanted to consider hiring a consultant so they didn't reinvent the wheel; additionally, he was looking at funding options through GCBH that might work.

Commissioner Beaver said he believed that was in the job scope of the mental health coordinator; additionally, he suggested the County visit Spokane and look at their mental health court since they had a successful program.

Mr. Sparks said the departments were coming up with more accurate numbers and they were looking at possibly cash flowing out the programs for 10 years to see if what they were doing would fit the long term. He said with his projections they might have difficulty sustaining the programs and he doubted the growth in sales tax would keep up with the growth in cost.

The Board agreed to continue the discussion until the next board meeting.

Claim for Damages

CC 2015-01: Received January 15, 2015 from Diane Debevec

Vouchers

Check Date: 01/05/2015

Warrant #: 238041-238136
Direct Deposit #: 100478-101072
Total all funds: \$2,189,163.11

Warrant #: 114659-114670
Taxes #: 10115011-101150114
Total all funds: \$2,136,535.44

Check Date: 01/09/2015

Warrant #: 114773-114785
Total all funds: \$33,536.00

Procurement Cards #: 0115
Total all funds: \$262,651.71

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

Resolutions

2015-039: Line Item Transfer, Fund No. 0000-101, Dept. 137
2015-040: Amending Budget Policy & Procedures Per Resolution 11-793
2015-041: Adopting Business Travel & Expense Policy Establishing Procedures & Guidelines; Rescinding Resolution 2014-209
2015-042: Appointment of K Christensen to the Benton County Mosquito Control Board
2015-043: Appointment of G Dorsett to the Benton County Mosquito Control Board

- 2015-044: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2015-045: Contract w/Moon Security Services, Inc. for Security Monitoring Services
- 2015-046: Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2015-047: Line Item Transfer, Fund No. 0108-101, Depts. 504 & 560
- 2015-048: Line Item Transfer, Fund No. 0108-101, Depts. 504 & 560
- 2015-049: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2015-050: Line Item Transfer, Fund No. 0000-101, Dept. 126
- 2015-051: Agreement w/Public Safety Testing for Civil Service Testing
- 2015-052: Internal Policies for Non-Exempt Non-Bargaining Employees in Facilities & Parks Dept.
- 2015-053: Agreement w/American Federation of State, County and Municipal Employees, Representing Courthouse Employees
- 2015-054: Agreement w/Teamster's Local 839, Representing Sheriff's Office Clerical
- 2015-055: Purchase & Payment Authorization of Spreader Controls for Dump Trucks to Force America Distributing
- 2015-056: Interlocal Agreement w/Columbia Irrigation District for Quarry Rock
- 2015-057: Purchase of 12 Vehicles from Columbia Ford Nissan
- 2015-058: Line Item Transfer, Fund No. 0000-101, Dept. 123
- 2015-059: Contract w/Prosser Economic Development Association for Economic Development
- 2015-060: Contract w/Benton City Economic Development Council for Economic Development
- 2015-061: 2014 Personal Property Uncollectibles
- 2015-062: Final Plat of the Ridge at Reata West Phase 3 – SUB 2014-003

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

Clerk of the Board

Chairman

a. Line Item Transfer, Fund No.
0000-101, Dept. 106

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	1-27-15	Execute Contract	_____	Consent Agenda	XX
Subject:	Line Item	Pass Resolution	XXX	Public Hearing	_____
	Transfer	Pass Ordinance	_____	1st Discussion	_____
Prepared by:	J Delvin	Pass Motion	_____	2nd Discussion	_____
Reviewed by:	_____	Other	_____	Other	_____

BACKGROUND INFORMATION

The line item transfers are needed to pay for items from the correct fund in the 2013-2014 budget.

SUMMARY

Equipment purchased must be paid from line item 3501. There are no funds in 3501 line item; therefore we would like to transfer funds from 3101 to 3501.

RECOMMENDATION

Recommend that the resolution is passed and the line item transfer is approved.

FISCAL IMPACT

There is no fiscal impact, no budget adjustment required.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CLERKS BUDGET, FUND NUMBER 0000101 DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2013-2014 budget.

Dated this _____ day of _____, 2015

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Clerk, Auditor, file

EXHIBIT A

**BENTON COUNTY
LINE ITEM TRANSFERS**

RESOLUTION No. _____

DEPARTMENT: CLERK

DEPARTMENT NO.: 106

FUND NAME: Current Expense

FUND NO.: 0000101

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
512.300	3101	Office Supplies	\$1000.00	512.300	3501	Small Tools & Equip	\$1000.00

Prepared by: Josie Delvin

Date: January 8, 2015

Approved

Denied

Date: _____

Chairman

Chairman Pro Tem

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	1-27-15	Execute Contract	XX	Consent Agenda
Subject:	Lease Agreement	Pass Resolution	XX	Public Hearing
Prepared by:	J Delvin	Pass Ordinance	_____	1st Discussion
Reviewed by:	_____	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

This lease agreement is for a mailing system in the Clerk's office.

SUMMARY

The current lease expires in January 2015. We need to lease/rent a mail system for daily postage.

RECOMMENDATION

Recommend that the resolution is passed and the lease agreement with APS Mailing Systems be signed by the Chairman of the Board

FISCAL IMPACT

There is no fiscal impact, no budget adjustment required.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR MAILING SYSTEM FROM APS MAILING SYSTEMS FOR THE BENTON COUNTY CLERK,

WHEREAS, per resolution 2012-677, purchases or leases between \$5,000 and \$25,000 are to be approved by the BOCC pursuant to a written resolution and written quotations from at least three (3) vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes; and

WHEREAS, the Benton County Clerk solicited the following companies from the Benton County vendor list to provide a quote for leasing/renting mailing system equipment:

HASLER, 60 month lease: \$163.05 per month (WA State Contract #02713)
Pitney Bowes, 60 month lease: \$144.10 per month (WA State Contract)
APS Mailing Systems, 60 month lease: \$165.95 per month (WA State Contract)
APS Mailing Systems, 60 month lease: \$129.95 per month

WHEREAS, the Benton County Clerk has reviewed the quotes and desired equipment and recommends the lowest quote from APS Mailing Systems (60 month lease at \$129.95 per month);
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, is hereby authorized to sign the Equipment Contract between the Benton County Clerk and APS Mailing Systems for sixty (60) month lease for mailing system equipment, as in more specifically described in the Equipment Agreement Attached hereto and incorporated herein by this reference.

Dated this _____ day of _____, 2015

Chairman of the Board

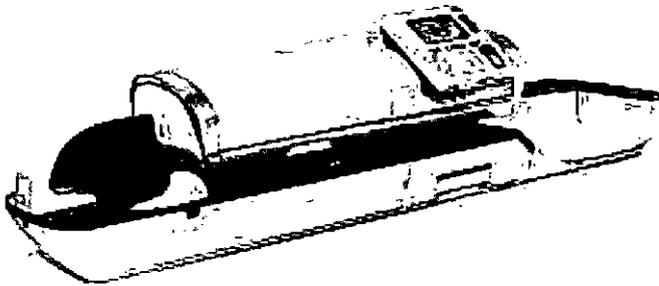
Member

Member

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

Attest: _____
Clerk of the Board

cc: J. Delvin, Clerk; File; Original to Clerk



Benton County Clerk

IN600 DIGITAL MAILING SYSTEM

- State-of-the-art iMeter™ postage meter connects you to a host of powerful business Apps
- Ergonomic design and whisper-quiet operation that complement any office environment
- Smart and intuitive control panel with shortcut keys that save time and eliminate keystrokes
- Automatic mail feeder with secure sealing for fast, hands-free batch processing
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- Built-in postage label dispenser with push-button printing of one or multiple tapes

SYSTEM CONFIGURATION

- Automatic Feeding and Sealing
- Includes 5 pound capacity weight platform

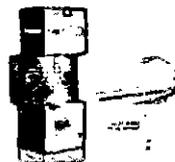
INVESTMENT DETAILS

60 month lease: \$163.05 per month (invoiced quarterly)

Lease includes Postage meter rental, USPS rate updates, full maintenance, delivery, installation, training

WA State Contract #02713

Philip Baldwin
Government Account Executive
425.444.5898
P.Baldwin@neopost.com



Valid Until:
12/31/14

Neopost Northwest

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2015

WHEREAS, on this 27th day of January, 2015, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal drainage, hospital districts, fire protection districts, and other expenses; and

WHEREAS, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2015-2016; and

WHEREAS, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

BE IT RESOLVED, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2015, taxes sufficient to raise the following amounts:

See attached Exhibit A

BENTON COUNTY ASSESSED VALUATION FOR 2014.....\$16,379,293,799

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

Office of the Assessor

Benton County, Washington

Bill Spencer, Assessor
Patty Yahne, Chief Deputy
Adam Morasch, Chief Appraiser

Prosser Office (509) 786-2046
Prosser from Tri Cities (509) 736-3088
Kennewick Office (509) 735-2394
Prosser Fax (509) 786-5657

January 14, 2015

To: Duane Davidson, Benton County Treasurer
From: Bill Spencer, Benton County Assessor
Cc: Benton County Board of County Commissioners
Re: 2015 Tax Year Property Taxes Certification

This is to confirm that 2015 tax year property taxes were certified to you via Ascend certification process on January 14, 2015.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

\$191,635,722

The attached worksheet shows a breakdown of the various taxing districts within Benton County. Tax dollars are rounded to the nearest dollar for this report.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF 2013 – 2014 BENTON COUNTY BUDGETS RE:
AMENDING RESOLUTION 2014-113**

WHEREAS, Resolution 2014-113 adopted the 2013-2014 Benton County budgets at the category level; and

WHEREAS, the Board of Benton County Commissioners believes it is in the County’s best interest to move the budget to the department level; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Resolution 2014-113 is hereby amended to adopt the 2013-2014 Benton County budgets at the department level.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

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

Attest:
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 01/27/15	Execute Contract _____	Consent Agenda
Subject: Canvassing Board	Pass Resolution _____	
Appt	Pass Ordinance _____	XX
Prepared by: Marilu Flores	Pass Motion _____	X
Reviewed by: L Smith Kelty	Other XXX	Public Hearing
		1st Discussion
		2nd Discussion
		Other

BACKGROUND INFORMATION

The Elections Dept will be having a Special Election on February 10, 2015 and a Commissioner (typically the Chairman) needs to be appointed to serve on the Canvassing Board who will meet to canvass the Special Election on February 24, 2015.

SUMMARY

A Commissioner needs to be appointed to serve on the Canvassing Board for the Special Election held on February 10, 2015.

RECOMMENDATION

Appoint Chairman Delvin to the Elections Department Canvassing Board to canvass the Special election results on Tuesday, February 24, 2015.

FISCAL IMPACT

na

MOTION

na - on consent agenda

CANVASSING BOARD APPOINTMENT

I, Jerome Delvin, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the Special Election to be held on February 10, 2015. I will serve for the timeframe January 20, 2015 through February 24, 2015.

DATED this _____ day of January, 2015.

Jerome Delvin
Chair, Board of County Commissioners

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND
0000101, NON-DEPT. 115 TO CURRENT EXPENSE FUND 0000101, ANIMAL
CONTROL. 137

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 137

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	\$29,931	554.301	2103	Medical Insurance	\$26,472
				554.301	2104	Retirement	\$3,459
TOTAL			\$29,931	TOTAL			\$29,931

Explanation:

Error was made during the 2015-2016 budgetary process. Not enough funds were allocated to either medical insurance or retirement within the Animal Control Department. This transfer will be enough to cover both line items for the entire biennium, providing that there are no increases in medical insurance premiums.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 2012-327 AND GRANTING AUTHORITY TO THE COUNTY ADMINISTRATOR, OR HIS/HER DESIGNEE, TO DENY ANY AND ALL CLAIMS, AS WELL AS SETTLE CLAIMS AND LITIGATION MATTERS IN AMOUNTS OF \$25,000 OR LESS

WHEREAS, the Board of Benton County Commissioners is vested with the authority to manage the County's funds and prosecute and defend all actions for and against the County pursuant to RCW 36.32.120; and

WHEREAS, Benton County had a Risk Manager who was designated as the County Claims Administrator for Benton County and was responsible for the County's risk management function; and;

WHEREAS, the majority of valid claims against Benton County are for Twenty Five Thousand Dollars (\$25,000) or less; and

WHEREAS, expeditious claims settlement, and when appropriate denial, is advantageous to Benton County; and

WHEREAS, the Risk Manager had authorization to settle claims and lawsuits in amounts not exceeding \$25,000; and

WHEREAS, the Benton County Administrator, or his/her designee, has the required qualifications to settle claims and lawsuits in amounts not greater than \$25,000; and

WHEREAS, the Benton County Administrator, or his/her written designee, has the required qualifications to deny any and all claims; and

BE IT RESOLVED, that the Board of Benton County Commissioners delegates authority to the Safety and Training Coordinator, after consultation with the Litigation Civil Prosecuting Attorney, to pay valid administrative claims served on Benton County in amounts of \$1,000 or less, and negotiate and enter into settlement agreements in litigation matters in amounts of \$1,000 or less; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners delegates authority to the County Administrator, or his/her designee, to pay valid administrative claims served on Benton County in amounts of \$25,000 or less, and negotiate and enter into settlement agreements in litigation matters in amounts of \$25,000 or less; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners delegates authority to the County Administrator, or his/her designee, to deny any and all administrative claims served on Benton County; and

BE IT FURTHER RESOLVED that the County Administrator, or his/her designee, at his/her discretion, may refer any claims or offers of settlement for \$25,000 or less to the Board of Benton County Commissioners for a decision by that Board and shall always refer claims and settlement matters involving amounts of more than \$25,000 to the Board of Benton County Commissioners for its action; and

BE IT FURTHER RESOLVED that resolution 2012-327 is hereby rescinded by provisions of this resolution.

Dated this _____ day of _____, 2015.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING A 2015 DODGE CARGO VAN FOR THE CORONER'S OFFICE

WHEREAS, on April 3, 2014 per Resolution 2014-285 the ER&R Manager, per State Contract #03613 – Vehicles, Utility, and Vans, ordered one 2014 Ford Transit Van from Columbia Ford Nissan 700 7th Ave. Longview, WA for the Coroner's Office; and,

WHEREAS, on June 23, 2014, the ER&R Manager requested an order status report from the Columbia Ford Nissan Fleet Coordinator who stated the European constructed vehicle had not yet been started; and,

WHEREAS, on August 12, 2014 the Columbia Ford Nissan Fleet Coordinator informed the ER&R Manager that mid-September was the vehicle's expected arrival date to their Longview, Washington facility; and,

WHEREAS, on October 6, 2014 the Columbia Ford Nissan Fleet Coordinator informed the ER&R Manager that the vehicle was in a Maryland rail yard awaiting transport; and,

WHEREAS, on November 13, 2014 the Columbia Ford Nissan Fleet Coordinator informed the ER&R Manager that the vehicle remained in the Maryland rail yard awaiting transport; and,

WHEREAS, on December 23, 2014 the Columbia Ford Nissan Contract Administrator informed the ER&R Manager that the vehicle would arrive at their Longview, Washington facility at the end of January 2015; and,

WHEREAS, on January 7, 2015, 280 days later, the Deputy County Administrator recommended the Coroner use a P-Card to purchase a similar vehicle from a local dealership; and,

WHEREAS, on January 7, 2015 the Coroner purchased a 2015 Dodge Cargo Van in the amount of \$24,667.89 WSST included, from Lithia Chrysler Jeep Dodge of Tri-Cities; **NOW THEREFORE**,

BE IT RESOLVED, the Board of County Commissioners' approves the Deputy County Administrator's recommendation to purchase a similar vehicle from a local dealership; and

BE IT FURTHER RESOLVED, the Board of County Commissioners' approves the purchase of a 2015 Dodge Cargo Van from Lithia Chrysler Jeep Dodge of Tri-Cities in the amount of \$24,667.89 WSST included; and,

BE IT FURTHER RESOLVED, the Board of County Commissioners' authorizes the ER&R Manager to pay from and place the 2015 Dodge Cargo Van in the ER&R Fund.

Dated this day of, 2015.

Chairman of the Board

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 COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 110.

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

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	1263	Maintenance Worker	\$311	518-301	3501	Small Equipment	\$1,468
518-301	1269	Maintenance Worker	\$896	518-301	4701	Utilities	\$14,264
518-301	2102	Social Security	\$4,572				
518-301	2103	Medical Insurance	\$3,063				
518-301	2104	Retirement	\$6,243				
518-301	4198	Road Professional Services	\$647				
TOTAL			\$15,732	TOTAL			\$15,732

Explanation:

2013-2014 Budget. Transfer needed to pay year end invoices.

Prepared by: Cami McKenzie

Date: 09-Jan-2015

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF APPROVING PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND APOLLO SHEET METAL, INC. dba APOLLO HEATING & AIR CONDITIONING FOR HVAC PREVENTATIVE MAINTENANCE SERVICES AND AS NEEDED REPAIR SERVICES FOR VARIOUS BENTON COUNTY LOCATIONS

WHEREAS, per Resolution 2012-677, the Board of County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 3.4.2 (Public Works Contracts between \$40,000 and \$300,000) the County may follow the small public works roster process; and

WHEREAS, the Facilities Manager solicited bids from all appropriate contractors on the small public works roster for HVAC preventative maintenance and as needed repair services for various Benton County locations and received a quote from only one company; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Public Works Contract for HVAC Preventative Maintenance Services and As Needed Repair Services for Various Benton County Locations with Apollo Sheet Metal, Inc. dba Apollo Heating & Air Conditioning in the amount of \$225,000 plus WSST and authorizes the Chairman to sign; and

BE IT FURTHER RESOLVED the term of the attached contract begins when executed by both parties and expires December 31, 2016.

Dated this..... day of, 2015.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____

Constituting the Board of County
Commissioners of Benton County,
Washington

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Apollo Sheet Metal, Inc. dba Apollo Heating & Air Conditioning, with its principal offices at 1119 W. Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A- Request for Proposal
- b. Exhibit B - Proposal Form
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide HVAC preventative maintenance services in accordance with the Request for Proposal attached hereto as Exhibit A at the following locations:
 - Prosser, WA
 - o Benton County Courthouse
 - o Planning Annex
 - o WSU Benton County Extension
 - Kennewick, WA
 - o Benton County Justice Center

- o Benton County Jail
- o Coroner's Office
- o Benton County Health District Bldg.
- o Kennewick Annex
- o Animal Control Facility
- o Benton County Fairgrounds

b. The CONTRACTOR agrees to provide HVAC as needed repair services outside the scope of regular preventative maintenance in accordance with the rates provided in Exhibit B at the following locations:

- Prosser, WA
 - o Benton County Courthouse
 - o Planning Annex
 - o WSU Benton County Extension
 - o Prosser Road Maintenance Shop

- Kennewick, WA
 - o Benton County Justice Center
 - o Benton County Jail
 - o Coroner's Office
 - o Benton County Health District Bldg.
 - o Kennewick Annex
 - o Animal Control Facility
 - o Benton County Fairgrounds
 - o Facilities Maintenance Shop - Justice Center

c. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	Execute Amendment	___X___	Consent Agenda	___X___
	Pass Resolution	___X___	Public Hearing	_____
Subject:	Pass Ordinance	_____	1st Discussion	_____
DSHS Contract Number: 1363-89932,	Pass Motion	_____	2nd Discussion	_____
Amendment No. 02 with Department of	Other	_____	Other	_____
Social and Health Services, Division of				
Behavioral Health and Recovery				
Prepared by:				
Maria Loera, Sr. Secretary-DHS				
Reviewed by:				
Linda Robb, Administrator-DHS				

BACKGROUND INFORMATION

Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery currently contracts with Benton and Franklin Counties Department of Human Services for the Partnership for Success County Program Contract.

The purpose of Amendment No. 02 is to add language to the following sections: Section 1. Definitions, Section 2. Purpose, Section 3. Statement of Work, Section 5. Consideration, and Section 6. Billing and Payment. All other terms and conditions of the Contract remain in full force and effect.

The amendment process was initiated when DSHS provided a copy of the amendment for legal review on December 29, 2014 resulting in the delay of execution.

COORDINATION

Kyla Bennett-Marshall—BCPA
Linda Robb—DHS
Joel Chavez—DHS

SUMMARY

Award: \$110,285.00
Period: December 1, 2014 through June 30, 2015
Original Contract Start Date: 11/1/2013 **Original Contract End Date:** 9/30/2014
Amendment No. 01 Start Date: 10/1/2014 **Amendment No. 01 End Date:** 6/30/2015
Funding Source: Division of Behavioral Health and Recovery

RECOMMENDATION

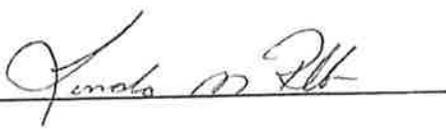
- Sign the Resolution to accept the proposed Amendment No. 02
- Approve the proposed Amendment No. 02 by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Department of Social and Health Services, Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a new total maximum contract amount of \$110,285.00.

MOTION

To approve signing DSHS Contract Number: 1363-89932, Amendment No. 02 with Department of Social and Health Services, Division of Behavioral Health and Recovery, and to authorize the Chair to sign of behalf of the Board.

Signature 

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2015 016

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

**RE: IN THE MATTER EXECUTING DSHS CONTRACT NUMBER: 1363-89932
AMENDMENT NO. 02 BETWEEN DEPARTMENT OF SOCIAL AND HEALTH
SERVICES, DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AND
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,
APPROVED BY BENTON COUNTY RESOLUTION NO. 2014 073 AND FRANKLIN
COUNTY RESOLUTION NO. 2014 058**

WHEREAS, Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery currently contracts with Benton and Franklin Counties Department of Human Services for the Partnership for Success County Program Contract; and

WHEREAS, the purpose of Amendment No. 02 is to add language to the following sections: Section 1. Definitions, Section 2. Purpose, Section 3. Statement of Work, Section 5. Consideration, and Section 6. Billing and Payment. All other terms and conditions of the Contract remain in full force and effect; **NOW, THEREFORE**

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed DSHS Contract Number: 1363-89932, Amendment No. 02 Partnership for Success County Program Contract; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, DSHS Contract Number: 1363-89932, Amendment No. 02 between Department of Social and Health Services, Division of Behavioral Health and Recovery and Benton and Franklin Counties Department of Human Services; for a new total maximum contract amount of \$110,285.00; and

BE IT FURTHER RESOLVED, the term of the attached DSHS Contract Number: 1363-89932, Amendment No. 02 commences on December 1, 2014 and expires on June 30, 2015.

Dated this.....day of, 2015

Dated this...14...day of ...January..., 2015

Chairman of Board



Chairman of Board

Member



Member

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



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

Attest: _____
Clerk of the Board

Attest: 

Clerk of the Board



CONTRACT AMENDMENT Partnerships for Success

DSHS CONTRACT NUMBER:
1363-89932

Amendment No. 02

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton and Franklin Counties		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick, WA 99336-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Joel Chavez	CONTRACTOR TELEPHONE (509) 783-5284	CONTRACTOR FAX (509) 783-5981	CONTRACTOR E-MAIL ADDRESS joelc@gov.wa.co.benton-franklin.us
DSHS ADMINISTRATION Behavioral Health and Service Integration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1000CC-63
DSHS CONTACT NAME AND TITLE Julia Havens Manager		DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503	
DSHS CONTACT TELEPHONE (509)220-4752	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS greesjr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBERS 93.243	
AMENDMENT START DATE 12/01/2014	CONTRACT END DATE 06/30/2015		
PRIOR MAXIMUM CONTRACT AMOUNT \$101,785.00	AMOUNT OF INCREASE OR DECREASE \$8,500.00	TOTAL MAXIMUM CONTRACT AMOUNT \$110,285.00	

REASON FOR AMENDMENT;
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:

Additional Exhibits (specify):

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

Franklin County Commissioner Chair 	Printed Name and Title Brad Peck, Chair Franklin County Commissioners	Date Signed 2015 016 1-14-2015
Benton County Commissioner Chair	Printed Name and Title Jerome Delvin, Chair Benton County Commissioners	Date Signed
DSHS Signature	Printed Name and Title DBHR Contracts	Date Signed
Approved as to form: 	Approved as to form: Franklin County Prosecuting Attorney's Office	Approved as to Content:
Kyla Bennett-Marshall Benton County Prosecuting Attorney's Office	Franklin County Prosecuting Attorney's Office	Linda Robb Administrator, Human Services

I. Contract w/City of Kennewick
for Crisis Intervention Training

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Execute Agreement	<u> X </u>	Consent Agenda <u> X </u>
Subject:	Pass Resolution	<u> X </u>	Public Hearing _____
<u>Personal Services Contract between</u>	Pass Ordinance	_____	1st Discussion _____
<u>Benton and Franklin Counties</u>	Pass Motion	_____	2nd Discussion _____
<u>Department of Human Services and City</u>	Other	_____	Other _____
<u>of Kennewick</u>			
Prepared by:			
Maria Loera, Sr. Secretary-DHS			
Reviewed by:			
Linda Robb, Administrator-DHS			

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to re-contract with City of Kennewick to provide Crisis Intervention (CIT) Training to law enforcement and allied service providers in Benton and Franklin Counties.

COORDINATION

Ryan Lukson-BCPA
Linda Robb-DHS

SUMMARY

Award: Maximum consideration amount not to exceed \$6,000.00
Period: March 1, 2015 through June 30, 2016
Funding Source: Fund 0108-101 Human Services Budget

RECOMMENDATION

- Sign the Resolution to accept the proposed Personal Services Contract
- Approve the proposed Personal Services Contract by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum consideration amount not to exceed \$6,000.00.

MOTION

To approve signing a Personal Services Contract with City of Kennewick, and to authorize the Chair to sign on behalf of the Board.

Signature 

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2015 012

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

RE: IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CITY OF KENNEWICK, TO PROVIDE CRISIS INTERVENTION TEAM (CIT) TRAINING TO LAW ENFORCEMENT AND ALLIED SERVICE PROVIDERS IN BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton and Franklin Counties Department of Human Services would like re-contract with City of Kennewick to provide Crisis Intervention Team (CIT) Training to law enforcement and allied service providers in Benton and Franklin Counties; and

WHEREAS, the maximum consideration for this Contract shall not exceed \$6,000.00; NOW, THEREFORE

BE IT RESOLVED, that the Boards of Benton County and Franklin County Commissioners here by accept the proposed Personal Services Contract between Benton and Franklin Counties Department of Human Services and City of Kennewick; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners, be and they hereby are, authorized to sign, on behalf of their respective county a Personal Services Contract between Benton and Franklin Counties Department of Human Services and City of Kennewick to provide Crisis Intervention Team (CIT) Training to law enforcement and allied service providers in Benton and Franklin Counties, for a maximum consideration amount not to exceed \$6,000.00; and

BE IT FURTHER RESOLVED, the term of the attached Personal Services Contract commences on March 1, 2015 and shall expire on June 30, 2016.

Dated thisday of, 2015

Dated this 7 .day of January, 2015

Chair

Brian Paul
Chair

Member

[Signature]
Member

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

[Signature]
Member
Constituting the Board of County Commissioners
of Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: Mary Withers
Clerk of the Board

**BENTON and FRANKLIN COUNTIES
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, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Suite #201 Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and City of Kennewick a governmental entity, with its principal offices at 741 S. Dayton, Kennewick, Washington 99336 (hereinafter "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions;
- b. Exhibit A, CIT Model Core Elements (Training Guidelines)

2. DURATION OF CONTRACT

The term of this Contract shall begin March 1, 2015 and shall expire on June 30, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Host two (2) Crisis Intervention Team (CIT) Training sessions during the period of this Contract. The session date and times shall be coordinated by the mutual agreement of the parties. In addition, the training sessions provided by the Contractor shall:
 - i. Adhere to the CIT Training Guidelines, attached to this Agreement as Exhibit A.
 - ii. Be available to law enforcement and allied service providers, including but not limited to EMTs, 9-1-1 dispatchers, fire department staff, etc., from Benton and Franklin Counties as a first priority, and then to

2015 012

m. Contract w/Domestic Violence Services for Ten-Year Homeless Housing Plan

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Third Amendment to Agreement #2014-HHAA-DVS between Benton Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Linda Robb, Administrator-DHS</p>	<p>Execute Amendment <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness.

The purpose of this Third Amendment is to reduce funding, amend Section 40. Consideration, the monthly reimbursement of Supportive Services and Administration Costs are amended to reflect the decrease of funds, and replace Exhibit A Budget with the attached revised Exhibit A Budget.

The delay in execution is a result of the legal review and signature processes.

COORDINATION

Kyla Bennett-Marshall-BCPA
 Linda Robb, DHS
 Melinda Diaz, DHS

SUMMARY

Award: \$244,943.00
Period: January 1, 2015 through December 31, 2015
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

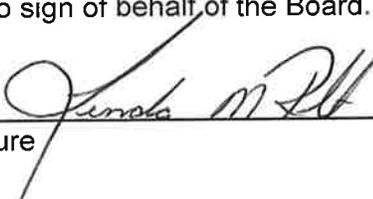
- Sign the Resolution to accept the proposed Third Amendment
- Approve the proposed Third Amendment by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of \$244,943.00.

MOTION

To approve signing a Third Amendment to Agreement #2014-HHAA-DVS between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING A THIRD AMENDMENT TO AGREEMENT #2014-HHAA-DVS BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES, APPROVED BY BENTON COUNTY RESOLUTION NO. 2014-197

WHEREAS, Benton and Franklin Counties Department of Human Services currently contracts with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness; and

WHEREAS, the purpose of this Third Amendment is to reduce funding, amend Section 40. Consideration, the monthly reimbursement of Supportive Services and Administration Costs are amended to reflect the decrease of funds, and replace Exhibit A Budget with the attached revised Exhibit A Budget to reflect any budget and language changes; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third Amendment; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, a Third Amendment to Agreement #2014-HHAA-DVS between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties to reduce funding, amend Section 40. Consideration, the monthly reimbursement of Supportive Services and Administration Costs are amended to reflect the decrease of funds, and replace Exhibit A Budget with the attached revised Exhibit A Budget to reflect any budget and language changes, for a Consideration amount of \$244,943.00; and

BE IT FURTHER RESOLVED, the term of the attached Third Amendment to Agreement #2014-HHAA-DVS commences on January 1, 2015 and shall expire on December 31, 2015.

Dated thisday of, 2015

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Third Amendment to Agreement #2014-HHAA-DVS**

This Third Amendment is made and entered into by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **Domestic Violence Services of Benton and Franklin Counties**, a non-profit corporation, with its principal offices at 3311 W. Clearwater Avenue, Suite C140, Kennewick, WA 99336, (hereinafter "Contractor").

County's Contact Information/Authorized Representative:

Linda Robb, Administrator
Benton and Franklin Counties
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Linda.Robb@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:

Daniel Aspiri, Executive Director
Domestic Violence Services of
Benton and Franklin Counties
3311 W. Clearwater Avenue, Suite C140
Kennewick, WA 99336
Phone: (509) 735-1295
Fax: (509) 736-0649
E-Mail: Dan.A@dvsbf.org

Third Amendment Start Date January 1, 2015
Agreement End Date December 31, 2015
Unless this Agreement is terminated sooner as set forth herein.

Consideration.....Benton County -\$244,943.00

Exhibit incorporated into this Third Amendment Budget
Exhibit A Budget

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

For the Contractor:



Title: EXECUTIVE DIRECTOR Date 1-16-15

For Benton County:

_____ Date _____
Benton County Commissioners

_____ Attest: Clerk of the Board

Approved as to Content:



Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

n. Purchase Authorization of Solarwinds Orion Monitor & Software from Cerium Networks

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 27, 2015	Execute Contract _____	Consent Agenda <u> x </u>
Subject: Authorize purchase of Solarwinds Orion Software from Cerium Networks	Pass Resolution <u> x </u>	Public Hearing _____
	Pass Ordinance _____	1 st Discussion _____
	Pass Motion _____	2 nd Discussion _____
Prepared By: Teri Holmes	Other _____	Other _____
Reviewed By: Loretta Smith Kelty		

BACKGROUND INFORMATION

Now that the dust is settling on the Benton County Network Voice and Data Infrastructure upgrade project. Information Technology would like to purchase software tools to assist in proactively monitoring the health of our network.

SUMMARY

SolarWinds Orion Network Performance Monitor (NPM) will enable us to quickly detect, diagnose and resolve network performance issues and outages. Thereby reducing downtime and outages and generally providing a better overall networking experience.

SolarWinds Orion NetFlow Traffic Analyzer Module when added to the Network Performance Monitor delivers a comprehensive view of network traffic. Enabling us to capture data from continuous streams of network traffic and convert those numbers into charts and tables that quantify exactly how our network is being used, by whom and for what purpose.

SolarWinds Orion Network Configuration Manager (NCM) is change management software and when added to the other two modules assists in automating backup of network device (routers, switches, firewalls, access points, etc) configurations on a regular basis.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

Project included in 2015-2016 Information Technology budget

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF SOLARWINDS ORION NETWORK PERFORMANCE MONITOR, NETFLOW TRAFFIC ANALYZER AND NETWORK CONFIGURATION MANAGER SOFTWARE FROM CERIUM NETWORKS, SPOKANE, WA.

WHEREAS, per Resolution 2012-677 of Benton County's Procurement, Leasing, and Contract Policy, Section 2.2.2 states that purchasing or leases between \$5,000 and \$24,999 shall secure written quotes from at least three (3) different vendors on the vendor list; and

WHEREAS, three (3) responses to the Request for Quotes were received with quotes summarized as follows (amounts shown do not include applicable taxes):

Cerium Networks	Spokane, WA	\$23,448.61
Loop 1	Austin, TX	\$26,518.50
SolarWinds	Dallas, TX	\$29,465.00

WHEREAS, Information Technology has reviewed the quotes for completeness and recommends purchasing Solarwinds Orion Network Performance Monitor, Orion NetFlow Traffic Analyzer and Orion Network Configuration Manager from Cerium Networks, as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes the purchase of SolarWinds Orion Network Performance Monitor, Orion NetFlow Traffic Analyzer and Orion Network Configuration Manager Software from Cerium Networks, Spokane, WA in an amount not to exceed \$23,448.61 plus WSST.

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

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 27, 2015	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Authorize 2 year Autodesk subscription renewal	Pass Resolution <u> X </u>	Public Hearing _____
By: Teri L. Holmes	Pass Ordinance _____	1st Discussion _____
Reviewed By: Loretta SmithKelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Currently Benton County has Autodesk LT, Civil 3D, Map 3D, and Infrastructure Design Suite Premium software installations in various departments. In the 2013-2014 biennium a two year subscription renewal was executed with Department of Enterprise Services. It is time to renew the software subscription.

SUMMARY

Public Works has requested that two copies of the Autodesk Infrastructure Design Suite be converted to network copies. This will enable low volume users to share licenses and have access to AutoCAD software without the cost of new licenses. Public Works has also requested that the total Autodesk Infrastructure Design Suite Licenses be reduced by one to a total of five.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchase of a two year Autodesk software subscription renewal and Infrastructure Design Suite license updates for Public Works in an amount not to exceed \$25,115.17 excluding Washington State sales tax.

FISCAL IMPACT

Minor, renewal included in the 2015-2016 charge back assessments, Public Works will be invoiced for costs outside of original renewal.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO YEAR AUTODESK SOFTWARE SUBSCRIPTION RENEWAL FOR AUTOCAD LT, AUTOCAD CIVIL 3D, AUTOCAD MAP 3D, DESIGN SUITE PREMIUM AND PARTIAL CONVERSION OF DESIGN SUITE PREMIUM TO NETWORK LICENSE EDITION UTILIZING WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES CONTRACT #T98-TSD-309 FROM DLT SOLUTIONS, LLC., HERNDON, VA.

WHEREAS, Benton County currently uses Autodesk AutoCAD LT, Civil 3D, Map 3D, and Design Suite Premium as a software standard for Computer-Aided Design functions; and

WHEREAS, DLT Solutions, LLC is the authorized reseller listed by Washington State Department of Enterprise Services under contract #T98-TSD-309; and

WHEREAS, Public Works has requested two current Autodesk Infrastructure Design Suite Licenses be converted to Network Editions and one Autodesk Infrastructure Design Suite License be dropped; and

WHEREAS, in the best interest of Benton County, Information Technology recommends the Autodesk software be kept up to date and current; and

WHEREAS, a quote was solicited and received from DLT Solutions, LLC., Herndon, VA for Autodesk subscription renewals and additional network licenses in the amount of \$25,115.17 excluding Washington State Sales Tax; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of a two year Autodesk software subscription renewal and the partial conversion of Autodesk Infrastructure Design Suite Licenses as requested by Public Works in the amount of \$25,115.17 excluding Washington State Sales Tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
JUVENILE OPERATIONS FUND NUMBER 0115101, DEPARTMENT NUMBER
171

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,

Prepared by:

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
527.100	4103	Professional Services	\$7,692	594.280	5132	800 MHZ System Construction	\$7,692
TOTAL			\$7,692	TOTAL			\$7,692

Explanation:

Error was made during the budgetary process when properly allocating the new BCES costs. No funds were accounted for costs for Secom. This transfer amount is enough to cover the costs for both 2015-2016 and no additional funds will need to be transferred.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

q. Contract w/City of Kennewick
for Graffiti Abatement Program

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-20-15 F/C 01-07-15	NEEDED	
SUBJECT: Fee for Services Rendered Contract with the City of Kennewick	Executive Contract <u>xx</u>	
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	
Reviewed By: Darryl Banks	Pass Ordinance Pass Motion Other	

BACKGROUND INFORMATION

Attached for Board review and approval is the Fee for Services Rendered Contract between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and the City of Kennewick. BFJJC has been providing the Graffiti Abatement Program (GAP) to the City of Kennewick for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism with juveniles sentenced to work crew for the term of January 1, 2015, through December 31, 2016.

SUMMARY

There are four (4) originals of the Fee for Services Rendered Contract for the Graffiti Abatement Program that need to be signed by both the Benton and Franklin County Boards of Commissioners.

COORDINATION

This Contract was coordinated by Marie Mosley, City Manager for Kennewick and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center. The Franklin County Prosecuting Attorney Office approved the contract as to form. The Contract was prepared by Toni Lehman, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Services Rendered Contract with the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

There is no fiscal impact to the Counties. The maximum amount payable by the City of Kennewick to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$72,960.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Services Rendered Contract with the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF CONTRACTING WITH THE CITY OF KENNEWICK FOR THE FEE
FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT
PROGRAM and**

WHEREAS, Benton Franklin Counties Juvenile Justice Center had a Fee for Services Rendered Contract with the City of Kennewick for the Graffiti Abatement Program for 2013-2014 via Benton County Resolution 2013-018 and Franklin County Resolution 2013 016; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Services Rendered Contract between the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center be approved as presented.

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrator of the Juvenile Court and award the Fee for Services Rendered Contract between the City of Kennewick and the Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, the maximum amount payable by the City of Kennewick to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$72,960.00; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2015 and expires on December 31, 2016; and

BE IT FURTHER RESOLVED, the Boards hereby authorize the Chairmen to sign the attached Fees for Services Contact.

DATED this 20th day of January 2015.
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 7th day of January 2015.
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST: Clerk of the Board

ATTEST: Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom

**BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER**



Darryl Banks, Administrator Juvenile
Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JOSEPH R. SCHNEIDER
JERRI G. POTTS
JACQUELINE STAM
Court Commissioners

**FEE FOR SERVICES RENDERED CONTRACT FOR THE
GRAFFITI ABATEMENT PROGRAM
TERMS AND CONDITIONS**

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Kennewick, a municipal corporation, with its principal offices at 210 W Sixth AVE, PO Box 6108, Kennewick, WA, 99336-6108, (hereinafter "City").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2015, and shall expire on December 31, 2016.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

- A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner; keeping in mind that his/her actions reflect on both the Counties and City.
- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner
- C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the Counties agree to purchase materials, to the extent there are funds available to do so from the monies it receives from the City under the terms of this Contract.

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-20-15 F/C 01-07-15	NEEDED	
SUBJECT: Fee for Services Rendered Contract with the City of Benton City	Executive Contract <u>xx</u>	
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	
Reviewed By: Darryl Banks	Pass Ordinance	
	Pass Motion	
	Other	

BACKGROUND INFORMATION

Attached for Board review and approval is the Fee for Services Rendered Contract between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and the City of Benton City. BFJJC has been providing the Graffiti Abatement Program (GAP) to the City of Benton City for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism with juveniles sentenced to work crew for the term of January 1, 2015, through December 31, 2016.

SUMMARY

There are four (4) originals of the Fee for Services Rendered Contract for the Graffiti Abatement Program that need to be signed by both the Benton and Franklin County Boards of Commissioners.

COORDINATION

This Contract was coordinated by Lloyd Carnahan, Mayor for Benton City and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center. The Franklin County Prosecuting Attorney Office approved the contract as to form. The Contract was prepared by Toni Lehman, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Services Rendered Contract with the City of Benton City and Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

There is no fiscal impact to the Counties. The maximum amount payable by the City of Benton City to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$3,040.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Services Rendered Contract with the City of Benton City and Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF CONTRACTING WITH THE CITY OF BENTON CITY FOR THE FEE
FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT
PROGRAM and**

WHEREAS, Benton Franklin Counties Juvenile Justice Center had a Fee for Services Rendered Contract with the City of Benton City for the Graffiti Abatement Program for 2013-2014 via Benton County Resolution 2013-017 and Franklin County Resolution 2013 019; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Services Rendered Contract between the City of Benton City and Benton-Franklin Counties Juvenile Justice Center be approved as presented.

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrator of the Juvenile Court and award the Fee for Services Rendered Contract between the City of Benton City and the Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, the maximum amount payable by the City of Benton City to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$3,040.00; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2015 and expires on December 31, 2016; and

BE IT FURTHER RESOLVED, the Boards hereby authorize the Chairmen to sign the attached Fees for Services Contact.

DATED this 20th day of January 2015.
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 7th day of January 2015.
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

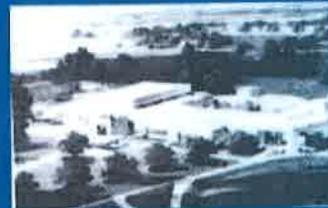
ATTEST: Clerk of the Board

ATTEST: Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom

**BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER**



Darryl Banks, Administrator Juvenile
Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JOSEPH R. SCHNEIDER
JERRI G. POTTS
JACQUELINE STAM
Court Commissioners

**FEE FOR SERVICES RENDERED CONTRACT FOR THE
GRAFFITI ABATEMENT PROGRAM
TERMS AND CONDITIONS**

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Benton City, a municipal corporation, with its principal offices at 708 Ninth ST, PO Box 70, Benton City, WA, 99320-0070 (hereinafter "City").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2015, and shall expire on December 31, 2016 unless terminated soon as set forth herein.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

- A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner; keeping in mind that his/her actions reflect on both the Counties and City.
- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner.
- C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 01-20-2015 F/C 01-07-2015	Executive Contract XX	PUBLIC HEARING
SUBJECT: Contract Amendment 1463-17216-01 with DSHS	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Toni Lehman	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

The Benton Franklin Counties Juvenile Justice Center currently has a contract with the State of Washington Department of Social and Health Services (DSHS) for Selective Aggressive Probation via Benton County Resolution # 2014 618 and Franklin County Resolution # 2014 329.

SUMMARY

The current contract has a maximum contract amount of \$6,100.00. The contract amendment extends the maximum contract amount to \$7,000.00.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Contract Amendment 1463-17216-01 between the State of Washington Department of Social and Health Services and Benton-Franklin Counties Juvenile Justice Center for services.

COORDINATION

Coordination of the contract occurred as follows: Franklin County Deputy Prosecuting Attorneys Office who reviewed the contract amendment as to form; Philip Gonzales, DSHS Grants & Contract Manager; and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

This is a Fee for Service contract whereby we are reimbursed for services rendered. The amount is not to exceed \$7,000.00

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign Contract Amendment 1463-17216-01 with the State of Washington Department of Social and Health Services.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AWARDING THE CONTRACT AMENDMENT 1463-17216 01
BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

WHEREAS, Benton and Franklin Counties has a Program Agreement with Washington Department of Social and Health Services for Selective Aggressive Probation via Benton County Resolution numbered 2014 618 and Franklin County Resolution numbered 2014 329 which is DSHS Agreement Number 1463-17216; and

WHEREAS, the Contract Amendment 1463-17216-01 increases the maximum contract amount from \$6,100.00 to \$7,000.00; and

WHEREAS, the Juvenile Administrator believes it is the best interest of the Juvenile Justice Center to approve Contract Amendment 1463-17216-01; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Contract Amendment 1463-17216-01 in an amount not to exceed \$7,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Contract Amendment 1463-17216-01; and

BE IT FURTHER RESOLVED, the term of the attached contract amendment commences January 1, 2015 and expires on June 30, 2015.

DATED this 20th day of January 2015
**BENTON COUNTY BOARD OF
COMMISSIONERS**

DATED this 7th day of January 2015
**FRANKLIN COUNTY BOARD OF
COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Member

Member

Member

Attest: _____
Clerk to the Board

Attest: _____
Clerk to the Board



CONTRACT AMENDMENT JABG FFY13

DSHS CONTRACT NUMBER:
1463-17216

Amendment No. 01

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Benton County		and Franklin County	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
5506 W Canal Place 106 Kennewick, WA 99336		035-000-971	1122
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Darryl Banks	(509) 222-2316		darryl.banks@co.benton.wa.us
DSHS ADMINISTRATION		DSHS DIVISION	DSHS CONTRACT CODE
Juvenile Justice and Rehabilitation Administration		Division of Operations Support Services	5002CS-63
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Philip Gonzales Program Manager		OB2 Olympia, WA 98504-	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360) 902-8083	(360) 902-8108	GONZAPA@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS	
Yes		16.523	
AMENDMENT START DATE	CONTRACT END DATE		
01/01/2015	06/30/2015		
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT	
\$6,100.00	\$900.00	\$7,000.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify):			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
see attached signature page			
DSHS SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
	Del Hontanosas Grants & Contracts Manager		

t. Awarding Dyron Murphy Architects
Contract for Admin Building Assessments

AGENDA ITEM: 1 ST Discussion	TYPE OF ACTION NEEDED Executive Contract Pass Resolution Pass Ordinance Pass Motion Other xx	CONSENT AGENDA PUBLIC HEARING 1ST DISCUSSION x 2ND DISCUSSION OTHER
MEETING DATE: BC 01/27/15 FC 01/21/15		
SUBJECT: Personal Services Contract with Dyron Murphy Architects. P.C.		
Prepared By: Toni Lehman		
Reviewed By: Darryl Banks		

BACKGROUND INFORMATION

On March 25, 2014 the RFQ was published with a closing date of April 30, 2014. Three Architectural firms responded to the RFQ; Integrus, Dyron V. Murphy and MMEC. On June 09, 2014, a team consisting of Fred Bowen, Franklin County Administrator; Dean Docken, Benton County Maintenance Supervisor; Darryl Banks, Juvenile Court Administrator; Jennifer Bowe, Juvenile Court Administrative Services Manager and Jim Stedman, Juvenile Court Facilities Supervisor interviewed the three prospective architectural firms. During the June 18, 2014 Bi-County meeting, the Benton and Franklin County Commissioners authorized a contract with Dyron Murphy Architects P.C.

SUMMARY

The attached Personal Services Contract commences immediately upon execution by the Counties and expires on June 30, 2015.

COORDINATION

This Contract was coordinated by Dyron V. Murphy, Principal for Dyron Murphy Architects P.C.; Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center; Tim Dickerson, Deputy Prosecuting Attorney for Franklin County and Ryan Lukson, Deputy Prosecuting Attorney for Benton County. The Contract was prepared by Toni Lehman, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Dyron Murphy Architects P.C. and Benton-Franklin Counties Juvenile Justice Center for services.

FISCAL IMPACT

Amount not to exceed \$99,939.24 including W.S.S.T. to be paid out of Current Expense Dept. 171.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Personal Service Contract with Dyron Murphy Architects P.C. and Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING DYRON MURPHY ARCHITECTS P.C. A PERSONAL SERVICES CONTRACT TO PROVIDE ASSESSMENTS AND RECOMMENDATIONS FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER ADMINISTRATION BUILDING

WHEREAS, per resolution 2012-677, "...when contracting for architectural and engineering or design services, the RFQ shall be published in the County's official newspaper, on the Benton County website, and in any other media sources reasonably likely to attract sufficient numbers of potential service contractors, and

WHEREAS, the RFQ was published in the Seattle Daily Journal of Commerce, the Spokesman-Review, the Tri-City Herald, the Benton County website and the Franklin County website; and

WHEREAS, three Architectural Firms provided an RFQ:

- MMEC, Spokane, WA
- Dyron Murphy Architects, P.C., Seattle, WA
- Integrus Architecture, Spokane, WA

WHEREAS, a team consisting of Fred Bowen, Franklin County Administrator; Dean Docken, Benton County Maintenance Supervisor; Darryl Banks, Juvenile Court Administrator; Jennifer Bowe, Juvenile Court Administrative Services Manager and Jim Stedman, Juvenile Court Facilities Supervisor determined that Dyron Murphy Architects, P.C. demonstrated the most experience and expertise related to justice projects, **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the team's recommendation and hereby award the Personal Services Contract to Dyron Murphy Architects, P.C. for a total amount not to exceed \$99,939.24 including W.S.S.T; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences immediately upon execution by the Counties and expires on June 30, 2015.

DATED this 27th day of January 2015
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 21st day of January 2015
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

Attest: Clerk of the Board

Attest: Clerk of the Board

**BENTON and FRANKLIN COUNTIES
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 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301 (hereinafter "COUNTIES"), and Dyron V. Murphy Architects, P.C. with its principal offices at 1100 Dexter Avenue N., Suite 100, Seattle, WA 98109 (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 following documents:

- a. Exhibit A, "Architect Engineer Fee Proposal Summary"
- b. Exhibit B, "Work Plan"

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution of all parties and shall expire on June 30, 2015. The CONTRACTOR shall complete all work within the timeline provided in Exhibit B "Work Plan."

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for this report/study is set forth in Exhibit B, "Work Plan", which is attached hereto and incorporated herein by reference.
- 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 COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule provided in Exhibit B, "Work Plan."

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 1-27-15 F/C 1-14-15		
SUBJECT: Public Works Contract with Western States CAT		
Prepared By: Toni Lehman		
Reviewed By: Darryl Banks		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center solicited proposals for annual maintenance and repair of the Emergency Generator at the Benton-Franklin Counties Juvenile Justice Center.

SUMMARY

The proposals are as follows:

- Western States CAT, Pasco, WA - \$613.52 for annual maintenance and repair; \$141.00 per hour for a call out; and \$187.00 per hour for an overtime call out
- Farmers Electric Design & Construction LLC, Othello, WA - No Response
- Cummins Northwest, Yakima, WA - No Response

The Administrative Services Manager determined that Western States CAT was the only responsive bidder.

COORDINATION

This Contract was coordinated by Jeff Wallace, Western States CAT; Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center; Jennifer Bowe, Administrative Services Manager; and Timothy Dickerson, Deputy Prosecuting Attorney for Franklin County. The Contract was prepared by Toni Lehman, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

The Juvenile Administrative Services Manager recommends Western States CAT.

FISCAL IMPACT

Amount not to exceed \$10,000.00 including W.S.S.T to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Public Works Contract with Western States CAT and Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AWARDING WESTERN STATES CAT THE PUBLIC WORK CONTRACT
FOR ENGINE AND GENERATOR MAINTENANCE AND REPAIR AT THE BENTON-FRANKLIN
COUNTIES JUVENILE JUSTICE CENTER, KENNEWICK, WA**

WHEREAS, the following proposals were solicited for engine and generator maintenance and repair:

- Western States CAT, Pasco, WA - \$613.52 for annual maintenance and repair; \$141.00 per hour for a call out; and \$187.00 per hour for an overtime call out
- Farmers Electric Design & Construction LLC, Othello, WA – No Response
- Cummins Northwest, Yakima, WA – No Response

WHEREAS, the Administrative Services Manager determined that Western States CAT was the only responsive bidder; and

WHEREAS, the Administrative Services Manager recommends awarding the Public Works Contract to Western States CAT; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Juvenile Administrative Services Manager recommendation and hereby awards the Public Works Contract to Western States CAT in an amount not to exceed \$10,000.00 including W.S.S.T; and

BE IT FURTHER RESOLVED that the Chairman is authorized to sign the attached Public Works Contract; and

BE IT FURTHER RESOLVED the term of the attached contract shall commence upon execution by the counties and shall expire on December 31, 2015.

DATED this 27th day of January 2015
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 14th day of January 2015
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest: Clerk of the Board

Attest: Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE. 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Western States CAT with its principal offices at 2100 Frontier Loop Pasco, WA 99301 (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 document:

- a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution by the COUNTIES and shall expire on December 31, 2015. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide yearly Engine and Generator maintenance services and repairs, as necessary for the Benton-Franklin Counties Juvenile Justice Center location. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Staff Defender Michael Vander Sys has been promoted to the Superior Court defense unit and is also scheduled for a promotion. To facilitate this, and to ensure that his salary and benefits are no longer included in calculations for District Court public defense services billing, a new line item has been created and the funds previously allocated to Mr. Vander Sys' salary and benefits must be transferred accordingly. Also, a line item transfer is necessary to fund the Temporary Help line item (which was not funded in the budget process) in order to continue providing existing levels of service in the Office of Public Defense.

SUMMARY

Line item transfers requested for listed reasons.

RECOMMENDATION

Approve resolution to effectuate line item transfers.

ANTICIPATED FISCAL IMPACT

None beyond budgeted.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FUND NUMBER 0000101, DEPARTMENT NUMBER 136

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,

Prepared by: Eric Hsu

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Public Defense

136

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 136

TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.911	1565	Public Defense Attorney I	\$112,052	515.919	1565	Public Defense Attorney II	\$112,052
515.911	2102	Social Security (FICA)	\$8,572	515.919	2102	Social Security (FICA)	\$8,572
515.911	2103	Medical Insurance	\$31,872	515.919	2103	Medical Insurance	\$31,872
515.911	2104	Retirement	\$11,800	515.919	2104	Retirement	\$11,800
515.919	4163	Superior Court Indigent Defense	\$20,000	515.910	1905	Temporary Help	\$20,000
TOTAL			\$184,296	TOTAL			\$184,296

Explanation:

Staff defender promotion requires compensation to be paid out of different class of line item. Funding in temporary help line item is necessary to maintain current services levels in the office.

Prepared by: Eric Hsu

Date: 09-Jan-2015

Approved

[Signature]

Denied

[Signature]

Date:

Chairman

Member

Member

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benjamin Riley currently holds a District Court public defense contract and has modified the business structure of his law firm. The law firm name has been changed and it is necessary and appropriate to match the information in the W-9 that he has on record with the Benton County Auditor. His contract also has an incorrect monthly compensation listed. The correct monthly compensation should be \$5,551.80 which is the current monthly compensation for 2014 Benton County District Court contracts.

SUMMARY

Proposed amendment changes the contract holder name to reflect a change in firm name and correction in the monthly compensation.

RECOMMENDATION

Approve resolution and execute proposed contract amendment.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE DISTRICT COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY BENJAMIN J. RILEY TO REFLECT THE FIRM NAME CHANGE AND CORRECT THE MONTHLY COMPENSATION.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, attorney Benjamin J. Riley ("Attorney") currently holds a District Court public defense contract with Benton County pursuant to Resolution 2014-1030; and

WHEREAS, the business structure of the law firm that attorney Benjamin Riley is employed with has been updated and an amendment to his contract is therefore necessary and appropriate so as to match the information in the W-9 he has on record with the Benton County Auditor's Office; and

WHEREAS, the contract has an incorrect monthly compensation listed. The correct monthly compensation should be \$5,551.80 which is the current monthly compensation for 2014 Benton County District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the District Court public defense contract with attorney Benjamin Riley, #BCDC1417BJR001 be amended as presented in contract amendment BCDC1417BJR001A, changing the business structure information for Attorney's firm and correcting the monthly compensation to \$5,551.80.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Elisa Riley currently holds a District Court public defense contract and has modified the business structure of her law firm. The law firm name has been changed and it is necessary and appropriate to match the information in the W-9 that she has on record with the Benton County Auditor. Her contract also has an incorrect monthly compensation listed. The correct monthly compensation should be \$5,551.80 which is the current monthly compensation for 2014 Benton County District Court contracts.

SUMMARY

Proposed amendment changes the contract holder name to reflect a change in firm name and correction in the monthly compensation.

RECOMMENDATION

Approve resolution and execute proposed contract amendment.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE DISTRICT COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY ELISA RILEY TO REFLECT THE FIRM NAME CHANGE AND CORRECT THE MONTHLY COMPENSATION.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, attorney Elisa Riley ("Attorney") currently holds a District Court public defense contract with Benton County pursuant to Resolution 2014-1029; and

WHEREAS, the business structure of the law firm that attorney Elisa Riley is employed with has been updated and an amendment to her contract is therefore necessary and appropriate so as to match the information in the W-9 she has on record with the Benton County Auditor's Office; and

WHEREAS, the contract has an incorrect monthly compensation listed. The correct monthly compensation should be \$5,551.80 which is the current monthly compensation for 2014 Benton County District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the District Court public defense contract with attorney Elisa Riley, #BCDC1517ER001 be amended as presented in contract amendment BCDC1517ER001A, changing the business structure information for Attorney's firm and correcting the monthly compensation to \$5,551.80.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Brandon Pang currently holds a District Court public defense contract and his contract has an incorrect monthly compensation listed. The correct monthly compensation should be \$5,551.80 which is the current monthly compensation for other 2014 Benton County District Court contracts.

SUMMARY

Proposed amendment reflects a correction in the monthly compensation.

RECOMMENDATION

Approve resolution and execute proposed contract amendment.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE DISTRICT COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY BRANDON PANG TO CORRECT THE MONTHLY COMPENSATION.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, attorney Brandon Pang ("Attorney") currently holds a District Court public defense contract with Benton County pursuant to Resolution 2014-1028; and

WHEREAS, the contract has an incorrect monthly compensation listed. The correct monthly compensation should be \$5,551.80 which is the currently monthly compensation for 2014 Benton County District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the District Court public defense contract with attorney Brandon Pang, #BCDC1517ERBLP001 be amended as presented in contract amendment BCDC1517BLP001A, correcting the Attorney's monthly compensation to \$5,551.80.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
<p>Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty</p>	

BACKGROUND INFORMATION

Benton County has been contracting with attorney Jeff Briggs for public defense services in Benton County District Court. Attorney Mia Mendoza is a previous respondent to a District Court public defense Request for Qualifications, was interviewed, and found to be well qualified to provide such services. A District Court public defense contract, to replace the one that will be vacated by attorney Briggs, has been offered to attorney Mendoza.

SUMMARY

A public defense contract has been vacated in Benton County District Court. A replacement public defense contract has been offered to attorney Mia Mendoza.

RECOMMENDATION

Approve presented resolution, execute proposed public defense contract.

ANTICIPATED FISCAL IMPACT

None beyond budgeted funds (replacement contract).

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT WITH ATTORNEY MIA MENDOZA.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, a Request for Qualifications ("RFQ") or other acceptable process was followed, attorney Mia Mendoza ("Attorney") has expressed interest in providing contract public defense services as detailed above and after due consideration Attorney was selected for contract award; and

WHEREAS, as represented by Attorney, and to the best knowledge of the County, Attorney meets all requisite professional, legal and rule-based standards for providing the public defense services as detailed above; and

WHEREAS, it therefore appears to be in the best interests of the County to contract with Attorney for the public defense services as detailed above and in the proposed professional agreement;

NOW THEREFORE, BE IT RESOLVED THAT contract BCDC1517MM001 with maximum Annual compensation of \$66,622 plus trial per diems, and other allowable costs and expenses (above and beyond the amount of the underlying agreement itself) be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: Jan 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

The need exists for additional "conflict and overflow" contracts for public defense services in Benton County District Court since anticipated caseloads for 2015 and 2016 exceed the aggregate capacity of "regular" monthly compensated contracts awarded for those two years. After a review of his qualifications and a personal interview, the decision was made to award such a conflict and overflow contract to attorney Douglas McKinley.

SUMMARY

Proposed Benton County District Court conflict and overflow public defense contract to be awarded to attorney Douglas McKinley.

RECOMMENDATION

Approve resolution, execute public defense contract as proposed.

ANTICIPATED FISCAL IMPACT

None beyond already budgeted funds

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY DOUGLAS MCKINLEY FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, a Request for Qualifications ("RFQ") or other acceptable process was followed, attorney Douglas McKinley ("Attorney") has expressed interest in providing contract public defense services as detailed above and after due consideration Attorney was selected for contract award; and

WHEREAS, as represented by Attorney, and to the best knowledge of the County, Attorney meets all requisite professional, legal and rule-based standards for providing the public defense services as detailed above; and

WHEREAS, it therefore appears to be in the best interests of the County to contract with Attorney for the public defense services as detailed above and in the proposed professional services agreement;

NOW THEREFORE, BE IT RESOLVED THAT contract BCDC1517DEM001 with maximum Annual compensation of \$48,795.40 plus trial per diems, and other allowable costs and expense be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is obligated by law to provide indigent criminal defense services in Benton County District Court.

After a Request for Qualifications, attorney Laura Mapes was selected as being suitable for a public defense contract by virtue of her aptitude for, and commitment to, public defense. However, attorney Mapes does not have the requisite amount of experience necessary to be the sole, unsupervised, holder of a public defense contract. Accordingly, a separate contract has been awarded to attorney Michelle Trombley whereby she will be mentoring and supervising the work of attorney Mapes, with the compensation due to attorney Trombley being deducted from the compensation to be paid to attorney Mapes so that there is no negative fiscal impact to the County as a result of this arrangement.

SUMMARY

After a RFQ, attorney Mapes was awarded a public defense contract for Benton County District Court. In light of her limited experience, attorney Mapes will be mentored and supervised by attorney Trombley pursuant to a separate contract.

RECOMMENDATION

Request execution of a contract for public defense with attorney Laura Mapes for public defense services in District Court.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2015-2016.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY LAURA MAPES TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, after a Request for Qualifications, attorney Laura Mapes was found to be suitable to be awarded a public defense contract by reason of her aptitude for, and commitment to, public defense; and

WHEREAS, despite her qualifications, attorney Mapes does not possess the requisite length of experience to be sole, unsupervised holder of a public defense contract; and

WHEREAS, a separate mentoring and supervision contract has been awarded to attorney Michelle Trombley who will be mentoring and supervising the work of attorney Mapes, with the compensation due attorney Trombley to be deducted from the compensation that would otherwise be due to attorney Mapes;

NOW THEREFORE, BE IT RESOLVED THAT the Benton County District Court public defense contract with Laura Mapes, Attorney at Law, designated BCDC1517LJM001 with compensation in the amount of \$148.26 per case from January 1, 2015 to February 28, 2015, \$158.26 per case from March 1, 2015 to May 1, 2015 and \$168.26 after completion of the Mentorship Program (unless the period of supervision/mentorship is shortened or modified at the discretion of the Public Defense Manager as provided in the contract) with a maximum case equivalent limit of 250 per year, plus trial per diems and other additional incidental compensation be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date: January 27, 2014 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton County is obligated by law to provide indigent criminal defense services in Benton County District Court. Following a Request for Qualifications, it was determined that despite his lack of experience, attorney Laura Mapes had an excellent aptitude and proven commitment to public defense to fill a recently vacated contract slot. To account for attorney Mapes' lack of experience, attorney Michelle Trombley has been assigned to mentor and supervise attorney Mapes for up to the first six months of her public defense contract. The compensation for attorney Trombley's services will be deducted from the compensation that would otherwise be paid to attorney Mapes so that there will be no net fiscal impact on the County as a result of this arrangement.

SUMMARY

Attorney Laura Mapes, who has been selected for a District Court public defense contract, does not have the requisite amount of experience for the position, but has an excellent aptitude and commitment to public defense. Attorney Michelle Trombley, an experienced Juvenile Court public defender, has been selected to mentor and supervise attorney Mapes. A contract for mentoring and supervision services with attorney Trombley has been presented for execution.

RECOMMENDATION

Request execution of a contract for public defense with attorney Michelle Trombley for public defense mentoring and supervision services in District Court.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2015-2016.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A DISTRICT COURT PUBLIC DEFENSE MENTORING AND SUPERVISION CONTRACT TO MICHELLE TROMBLEY, ATTORNEY AT LAW

WHEREAS, Benton County is obligated by law to provide indigent criminal defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, “....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, after a Request for Qualifications, attorney Laura Mapes was selected as have the right aptitude and commitment level for a public defense contract despite not having the requisite amount of experience to manage such a contract on her own; and

WHEREAS, arrangements have been made with Michelle Trombley, a well experienced Juvenile Court public defender, to mentor and supervise attorney Laura Mapes for the first six months of her contract period so as to ensure that she is able to fulfill her obligations to clients and to Benton County in a satisfactory manner;

NOW THEREFORE, BE IT RESOLVED THAT the Benton County District Court public defense mentoring and supervision contract with Michelle Trombley, Attorney at Law, designated BCDC1517LJM001 with compensation in the amount of \$200.00 per month (proratable for any partial month) payable on the last business day of the month for the period from January 1, 2015 through June 30, 2015 be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

A request for qualifications ("RFQ") process held in late 2014 did not garner a large amount of responses. Therefore, it is proposed to extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015. Current contract holders are:

- Mario Torres, dba Casey Investigations
- Mark Almquist, dba Columbia Private Investigation
- Joe Griffin, dba GT Investigations
- Jeff Porteous, dba Working Investigations

SUMMARY

Extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015.

RECOMMENDATION

Execute professional services agreements with the above referenced investigators for public defense investigating in Benton County District and Superior Court.

ANTICIPATED FISCAL IMPACT

None beyond budgeted funds for 2015-2016.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT BETWEEN BENTON COUNTY AND INVESTIGATOR JEFF PORTEOUS FOR PROFESSIONAL PUBLIC DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH CRIMINAL OFFENSES IN BENTON COUNTY

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County is obligated by law to provide investigative services as reasonable and necessary to assist indigent defendants in defending their criminal matters in Benton County District and Superior Court; and

WHEREAS, Benton County has found it to be effective and efficient to jointly utilize the services of a group of investigators who are intended to provide such investigative services; and

WHEREAS, the Benton & Franklin Counties Office of Public Defense desires to have some more time in order to hold a Request for Qualifications ("RFQ") process and determine to whom investigation contracts should be awarded for the next contract cycle and therefore recommends extending Investigator's contract for six months;

WHEREAS, currently, by way of an agreement (#BFSC1314JP001), executed via Resolution #2012-816) that expires on December 31, 2014, investigator Jeff Porteous is one of the investigators who provide such investigative services to Benton County; and

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Jeff Porteous, designated BFSC1515JP001, with a starting date of January 1, 2015 through June 30, 2015, be executed as presented. Compensation shall be provided in accordance with Exhibit B attached hereto.

BE IT FURTHER RESOLVED THAT, that the Chairman of the Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

A request for qualifications ("RFQ") process held in late 2014 did not garner a large amount of responses. Therefore, it is proposed to extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015. Current contract holders are:

- Mario Torres, dba Casey Investigations
- Mark Almquist, dba Columbia Private Investigation
- Joe Griffin, dba GT Investigations
- Jeff Porteous, dba Working Investigations

SUMMARY

Extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015.

RECOMMENDATION

Execute professional services agreements with the above referenced investigators for public defense investigating in Benton County District and Superior Court.

ANTICIPATED FISCAL IMPACT

None beyond budgeted funds for 2015-2016.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT BETWEEN BENTON COUNTY AND INVESTIGATOR JOE GRIFFIN FOR PROFESSIONAL PUBLIC DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH CRIMINAL OFFENSES IN BENTON COUNTY

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County is obligated by law to provide investigative services as reasonable and necessary to assist indigent defendants in defending their criminal matters in Benton County District and Superior Court; and

WHEREAS, Benton County has found it to be effective and efficient to jointly utilize the services of a group of investigators who are intended to provide such investigative services; and

WHEREAS, currently, by way of an agreement (#BFSC1414JG001I, executed via Resolution #2014-084) that expires on December 31, 2014, investigator Joe Griffin is one of the investigators who provide such investigative services to Benton County; and

WHEREAS, the Benton & Franklin Counties Office of Public Defense desires to have some more time in order to hold a Request for Qualifications ("RFQ") process and determine to whom investigation contracts should be awarded for the next contract cycle and therefore recommends extending Investigator's contract for six months;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Joe Griffin, designated BFSC1515JG001, with a starting date of January 1, 2015 through June 30, 2015, be executed as presented. Compensation shall be provided in accordance with Exhibit B attached hereto.

BE IT FURTHER RESOLVED THAT, that the Chairman of the Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

A request for qualifications ("RFQ") process held in late 2014 did not garner a large amount of responses. Therefore, it is proposed to extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015. Current contract holders are:

- Mario Torres, dba Casey Investigations
- Mark Almquist, dba Columbia Private Investigation
- Joe Griffin, dba GT Investigations
- Jeff Porteous, dba Working Investigations

SUMMARY

Extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015.

RECOMMENDATION

Execute professional services agreements with the above referenced investigators for public defense investigating in Benton County District and Superior Court.

ANTICIPATED FISCAL IMPACT

None beyond budgeted funds for 2015-2016.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT BETWEEN BENTON COUNTY AND INVESTIGATOR MARIO TORRES FOR PROFESSIONAL PUBLIC DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH CRIMINAL OFFENSES IN BENTON COUNTY

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County is obligated by law to provide investigative services as reasonable and necessary to assist indigent defendants in defending their criminal matters in Benton County District and Superior Court; and

WHEREAS, Benton County has found it to be effective and efficient to jointly utilize the services of a group of investigators who are intended to provide such investigative services; and

WHEREAS, currently, by way of an agreement (#BFSC1314MT001, executed via Resolution #2013-033) that expires on December 31, 2014, investigator Mario Torres is one of the investigators who provide such investigative services to Benton County; and

WHEREAS, the Benton & Franklin Counties Office of Public Defense desires to have some more time in order to hold a Request for Qualifications ("RFQ") process and determine to whom investigation contracts should be awarded for the next contract cycle and therefore recommends extending Investigator's contract for six months;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Mario Torres, designated BFSC1515MT001, with a starting date of January 1, 2015 through June 30, 2015, be executed as presented. Compensation shall be provided in accordance with Exhibit B attached hereto.

BE IT FURTHER RESOLVED THAT, that the Chairman of the Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

A request for qualifications ("RFQ") process held in late 2014 did not garner a large amount of responses. Therefore, it is proposed to extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015. Current contract holders are:

- Mario Torres, dba Casey Investigations
- Mark Almquist, dba Columbia Private Investigation
- Joe Griffin, dba GT Investigations
- Jeff Porteous, dba Working Investigations

SUMMARY

Extend current investigation contracts for 6 months in order to permit a more publicized RFQ to be held in early 2015.

RECOMMENDATION

Execute professional services agreements with the above referenced investigators for public defense investigating in Benton County District and Superior Court.

ANTICIPATED FISCAL IMPACT

None beyond budgeted funds for 2015-2016.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT BETWEEN BENTON COUNTY AND INVESTIGATOR MARK ALMQUIST FOR PROFESSIONAL PUBLIC DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH CRIMINAL OFFENSES IN BENTON COUNTY

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County is obligated by law to provide investigative services as reasonable and necessary to assist indigent defendants in defending their criminal matters in Benton County District and Superior Court; and

WHEREAS, Benton County has found it to be effective and efficient to jointly utilize the services of a group of investigators who are intended to provide such investigative services; and

WHEREAS, currently, by way of an agreement (#BFSC1314MTA001, executed via Resolution #2013-032) that expires on December 31, 2014, investigator Mark Almquist is one of the investigators who provide such investigative services to Benton County; and

WHEREAS, the Benton & Franklin Counties Office of Public Defense desires to have some more time in order to hold a Request for Qualifications ("RFQ") process and determine to whom investigation contracts should be awarded for the next contract cycle and therefore recommends extending Investigator's contract for six months;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Mark Almquist, designated BFSC1515MMTA001, with a starting date of January 1, 2015 through June 30, 2015, be executed as presented. Compensation shall be provided in accordance with Exhibit B attached hereto.

BE IT FURTHER RESOLVED THAT, that the Chairman of the Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County has the legal responsibility to provide legal defense services to indigent persons charged with civil contempt who are in jeopardy of incarceration alleged to have been committed within the County's jurisdictional boundaries or whose cases are otherwise pending in Benton County Superior Court. Attorney Patrick McBurney has been providing these services pursuant to a contract that expired on December 31, 2014, and his services have been satisfactory, warranting the offer of a new contract for such services.

SUMMARY

Request execution of a professional services agreement with Patrick D. McBurney for civil contempt public defense services in Benton County Superior Court.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

None beyond regular budgeted funds for fiscal biennium 2015-2016.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC DEFENSE SERVICES IN SUPERIOR COURT WITH ATTORNEY PATRICK MCBURNEY FOR CHILD SUPPORT CIVIL CONTEMPT CASES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County has the legal responsibility to provide legal defense services to indigent persons who are in jeopardy of incarceration through charges with child support civil contempt alleged to have been committed within the County's jurisdictional boundaries or whose cases are otherwise pending in Benton County Superior Court; and

WHEREAS, attorney Patrick McBurney has been providing such services pursuant to a contract that expired on December 31, 2014 and the services he has provided have been satisfactory; and

WHEREAS, it therefore appears to be in the best interests of Benton County to offer attorney McBurney a new contract for said services;

NOW THEREFORE, BE IT RESOLVED THAT the Benton County Superior Court public defense contract with Patrick McBurney, Attorney at Law, designated BCSC1517PDM001C with an annual maximum contract compensation of \$17,271 plus allowable and approved expenses and trial per diems be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

ii. Amended Superior Court Public Defense Services Contract w/ M Alexander

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: January 27, 2014 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton County contracts with, among others, attorney Michelle Alexander ("Attorney") to provide legally required public defense services in Benton County Superior Court. Attorney has left the firm of Rodriguez & Associates, P.S. to form her own firm, Alexander Law, PLLC, and desires to continue contracting with Benton County in the capacity of her new firm. The proposed contract amendment effectuates a change in the contract holder name to reflect Attorney's new status.

SUMMARY

Proposed contract amendment changes contract holder name to reflect attorney's departure from one firm and forming of her own law firm.

RECOMMENDATION

Approve resolution. Execute amendment as proposed.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY MICHELLE ALEXANDER FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Counties presently contract with, among others, attorney Michelle Alexander ("Attorney") for such public defense services; and

WHEREAS; Attorney has left the firm of Rodriguez and Associates, P.S. and has formed her own firm, Alexander Law, PLLC, and desires to contract in the name of her firm; and

WHEREAS, changing the contract to reflect that it is with Attorney, doing business as Alexander Law, PLLC does not change in any way the relative rights and obligations of the parties to the public defense contract between Benton County and Attorney;

NOW THEREFORE, BE IT RESOLVED THAT the public defense contract between Benton County and attorney Michelle Alexander, BCSC1416MMA001, is hereby amended to reflect that the contract holder is Michelle Alexander, attorney at law, doing business as Alexander Law, PLLC as provided in the proposed contract amendment; and

BE IT FURTHER RESOLVED THAT the Chairman of the Board be authorized to sign on behalf of the Board of Commissioners.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton County contracts with attorney Shelley Ajax (“Attorney”) for public defense services in Benton County Superior Court and did so during the year 2014. The contract provides that Attorney may be appointed up to 140 cases per year. In the year 2014, excessive cases have made it necessary to appoint Attorney additional cases above and beyond 140 cases for the year, Attorney is willing to accept the additional case appointments, and Attorney is capable of doing so under applicable public defense standards. The proposed amendment makes it possible for Attorney to receive such cases and receive additional compensation as appropriate.

SUMMARY

The proposed amendment allows Attorney to accept up to 150 actual cases for the year 2014, made necessary by extremely large and unanticipated caseload volumes in Superior court for 2014.

RECOMMENDATION

Approve resolution, execute proposed contract amendment.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY SHELLEY AJAX FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County contracts with, among others, attorney Shelley Ajax ("Attorney") to provide such services, and the present form of the contract provides that attorney Ajax may be appointed up to 140 case equivalents (with some actual cases being weighted as more than one case equivalent) per year; and

WHEREAS, unanticipated and above-average caseload volumes in Benton County Superior Court in 2014 necessitated the appointment of over 140 cases to Attorney, Attorney was willing to be appointed such additional cases, and was permitted by the applicable public defense standards to accept such additional case volume; and

WHEREAS, it is appropriate to amend Attorney's contract to allow her to be appointed up to 150 actual cases for the year 2014 only.

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with attorney Sylvia T. Cornish, BCSC1314SAA001, with an annual maximum contract compensation of \$85,400, be amended as proposed in the attached contract amendment (BCSC1314SAA001A), and that the annual maximum contract compensation be increased to \$94,550 plus allowable expenses, additional credit compensation, trial per diems and reimbursements.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
<p>Requested meeting date: January 27, 2015 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty</p>	

BACKGROUND INFORMATION

Benton County contracts with, among others, attorney Michelle Trombley ("Attorney") to provide legally required public defense services in Benton-Franklin Counties juvenile court. Attorney has left the firm of Rodriguez & Associates, P.S. to form her own firm, Trombley Law, PLLC, and desires to continue contracting with Benton County in the capacity of her new firm. The proposed contract amendment effectuates a change in the contract holder name to reflect Attorney's new status.

SUMMARY

Proposed contract amendment changes contract holder name to reflect attorney's departure from one firm and forming of her own law firm.

RECOMMENDATION

Approve resolution. Execute amendment as proposed.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2015-019

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

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY MICHELLE TROMBLEY FOR PUBLIC DEFENSE SERVICES IN BENTON-FRANKLIN COUNTIES JUVENILE COURT.

WHEREAS per Benton County resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton and Franklin Counties ("Counties") are mandated by law to provide public defense services in Benton-Franklin Counties juvenile court; and

WHEREAS, Counties presently contract with, among others, attorney Michelle Trombley ("Attorney") for such public defense services; and

WHEREAS; Attorney has left the firm of Rodriguez and Associates, P.S. and has formed her own firm, Trombley Law, PLLC, and desires to contract in the name of her firm; and

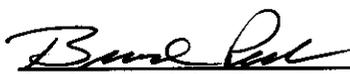
WHEREAS, changing the contract to reflect that it is with Attorney, doing business as Trombley Law, PLLC does not change in any way the relative rights and obligations of the parties to the public defense contract between Benton & Franklin Counties and Attorney;

NOW THEREFORE, BE IT RESOLVED THAT the public defense contract between Benton & Franklin Counties and attorney Michelle Trombley, BFJC1314MTT001, is hereby amended to reflect that the contract holder is Michelle Trombley, attorney at law, doing business as Trombley Law, PLLC as provided in the proposed contract amendment; and

BE IT FURTHER RESOLVED THAT the Chair of each Board be authorized to sign on behalf of each Board of Commissioners.

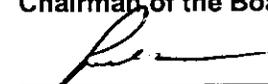
Dated this day of, 20.... Dated this 14 day of January, 2015

Chairman of the Board



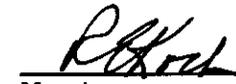
Chairman of the Board

Chairman Pro-Tem



Chairman Pro-Tem

Member



Member

Constituting the Board of County Commissioners, Benton County Washington

Constituting the Board of County Commissioners, Franklin County Washington

Attest:

Attest: 

Clerk of the Board

cc: Originals - OPD, Michelle Trombley
Copy - Auditor, Superior Court

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County presently contracts with, among others, Jeffrey Briggs to provide public defense services in Benton County District Court. The contract provides that either party may terminate the contract with 90 days advance written notice. Attorney Briggs provided notice prior to the commencement of the contract but after execution that he wished to withdraw from the contract. Attorney Briggs did not provide the required proof of insurance and did not receive any case appointments under the contract. Therefore it appears in the best interests of Benton County to waive the otherwise required 90 day notice of termination, and accept and acknowledge attorney Briggs' termination effective the date of execution of the Resolution so providing.

SUMMARY

Attorney Jeff Briggs has tendered his intent to terminate his contract to provide public defense services in Benton County District Court.

RECOMMENDATION

Execute resolution acknowledging and effectuating termination of the listed public defense contract.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING THE CONTRACT WITH ATTORNEY JEFFREY BRIGGS TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, Benton County contracts with, among others, attorney Jeffrey Briggs, WSBA #44071 to provide such services by way of a contract with a start date of January 1, 2015; and

WHEREAS, the contract with attorney Briggs provides that it can be terminated by either party, with or without cause, with 90 days advance written notice; and

WHEREAS, attorney Briggs provided written notice dated December 17, 2014 indicating he had decided he could not fulfill the obligations in the contract and wanting to terminate it by the most expeditious manner possible; and

WHEREAS, attorney Briggs did not provide the required proof of insurance and has not received any case appointments under the contract yet; and

WHEREAS, it therefore appears to be in the best interests of Benton County to terminate this contract effective immediately instead of requiring the otherwise contractually required 90 days advance written notice;

NOW THEREFORE, BE IT RESOLVED THAT the contract for District Court public defense services with attorney Jeffrey Briggs, WSBA #44071, BCDC1517JLB001, executed by and through Resolution 2014-1027 be terminated as requested with an effective date of termination of **the date when this resolution is executed.**

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is obligated to provide public defense services to defendants facing the potential of incarceration for failure to pay Superior Court ordered legal financial obligations ("LFOs"). Attorneys Susan Henwood and Daniel Stovern have been jointly providing public defense services and their contracts expired on December 12, 2014.

SUMMARY

Request execution of resolution approving the contract with attorneys Susan Henwood and Daniel Stovern to provide public defense services to defendants facing potential incarceration for failure to pay LFOs in Benton County Superior Court.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

No fiscal impact beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY DANIEL STOVERN TO PROVIDE PUBLIC DEFENSE SERVICES TO INDIVIDUALS FACING POST-DISPOSITION FELONY MATTERS PERTAINING TO ALLEGED FAILURE TO PAY LEGAL FINANCIAL OBLIGATIONS.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, as a condition of conviction of a felony crime, defendants are ordered to pay certain fines, costs and penalties (collectively "Legal Financial Obligations" or "LFOs"); and

WHEREAS, defendants who are alleged to have failed to pay their LFOs may be detained and incarcerated for Contempt of Court; and

WHEREAS, prior to any incarceration, defendants are entitled to public defense services if they qualify; and

WHEREAS, attorney Daniel Stovern, has been providing such services pursuant to a contract that expired on December 31, 2014 and the services she has provided have been satisfactory; and

WHEREAS, it therefore appears to be in the best interests of Benton County to offer attorney Stovern a new contract for said services;

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1517DS001L, for public defense services with attorney Daniel Stovern, with an annual maximum contract compensation of \$7,200 plus allowable and approved expenses and trial per diems, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: January 27, 2015
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is obligated to provide public defense services to defendants facing the potential of incarceration for failure to pay Superior Court ordered legal financial obligations ("LFOs"). Attorneys Susan Henwood and Daniel Stovern have been jointly providing public defense services and their contracts expired on December 12, 2014.

SUMMARY

Request execution of resolution approving the contract with attorneys Susan Henwood and Daniel Stovern to provide public defense services to defendants facing potential incarceration for failure to pay LFOs in Benton County Superior Court.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

No fiscal impact beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY SUSAN HENWOOD TO PROVIDE PUBLIC DEFENSE SERVICES TO INDIVIDUALS FACING POST-DISPOSITION FELONY MATTERS PERTAINING TO ALLEGED FAILURE TO PAY LEGAL FINANCIAL OBLIGATIONS.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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, as a condition of conviction of a felony crime, defendants are ordered to pay certain fines, costs and penalties (collectively "Legal Financial Obligations" or "LFOs"); and

WHEREAS, defendants who are alleged to have failed to pay their LFOs may be detained and incarcerated for Contempt of Court; and

WHEREAS, prior to any incarceration, defendants are entitled to public defense services if they qualify; and

WHEREAS, attorney Susan Henwood, has been providing such services pursuant to a contract that expired on December 31, 2014 and the services she has provided have been satisfactory; and

WHEREAS, it therefore appears to be in the best interests of Benton County to offer attorney Henwood a new contract for said services;

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1517SDH001L, for public defense services with attorney Susan Henwood, with an annual maximum contract compensation of \$7,200 plus allowable and approved expenses and trial per diems, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

**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
PARK DEVELOPMENT FUND NUMBER 0110102, 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

C. McKenzie

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
594.760	6201	Capital - Bldg.	\$20,000	576.810	4102	Contract Services	\$20,000
TOTAL			\$20,000	TOTAL			\$20,000

Explanation:

Transfer needed to pay for new roof at Meacham Hall - Horn Rapids Park. **2013-2014 Budget**

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>01/27/2015</u> Subject: <u>Line Item Transfer</u> Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Additional funds required for Small Item Equipment for WorkComp.

SUMMARY

Same as above.

RECOMMENDATION

Approve line item transfer.

FISCAL IMPACT

No fiscal impact.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN WORKERS COMPENSATION FUND NUMBER 0503-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Workers Compensation

Dept Nbr: 000

Fund Name: Workers Compensation

Fund Nbr: 0503-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
517.672	4150	Medical Reimbursements	\$7,000	517.670	3501	Small Item	\$7,000
TOTAL			\$7,000	TOTAL			\$7,000

Explanation:

Line item budgeting - additional funds required.

Prepared by: L. Wingfield

Date: 20-Jan-2015

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>01/27/2015</u>	Execute Contract	_____
Subject: <u>Trainer Contract</u>	Pass Resolution	<u> X </u>
Prepared by: <u>L. Wingfield</u>	Pass Ordinance	_____
	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

Barb Strote performed conflict mediation as a guest trainer for Benton County. Ms. Strote conducted several conflict mediation sessions during the week of December 8, 2014.

SUMMARY

See above.

RECOMMENDATION

Recommend authorization of payment to Barb Strote Counseling & EAP.

FISCAL IMPACT

Not to exceed \$800.00 and to be paid from the Insurance Management Fund.

No supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO BARB STROTE COUNSELING & EAP FOR SERVICES RENDERED THE WEEK OF DECEMBER 8, 2014.

WHEREAS, the Personnel Resources Department offers various training to Benton County employees; and

WHEREAS, Barb Strote of Barb Strote Counseling & EAP possesses the distinct skills and experience to provide training to County employees; and

WHEREAS, the Personnel Manager and Barb Strote mutually agreed upon mediation training with employees during the week of December 8, 2014; and

WHEREAS, services have already been rendered for the sessions that occurred during the week of December 8, 2014; and

WHEREAS, the Personnel Manager requests the Board of Benton County Commissioners authorize payment for those services which were rendered during the week of December 8, 2014; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners authorize payment in the amount of \$800.00 to Barb Strote Counseling & EAP for services rendered during the week of December 8, 2014.

Dated this _____ day of _____, 20____.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of 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
PROTECTIVE INSPECTION SERVICE FUND NUMBER 0149101, 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,

Prepared by:

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
524.200	5115	Emergency Management	\$1,500	594.280	5119	EDC-800 MHZ User Fees	\$2,036
524.200	3111	Publication	\$536	594.280	5132	801 MHZ System Construction	\$1,282
524.200	4301	Travel	\$428				
524.200	4901	Association Dues	\$428				
524.200	4905	Training	\$426				
TOTAL			\$3,318	TOTAL			\$3,318

Explanation:

During the 2015-2016 budgetary process it was not conveyed to the department that line items 5119 and 5132 were to be used for SECOM user fees/upgrade costs. This transfer is to cover necessary SECOM costs for the next biennium and no further funds will be needed.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE PURCHASE OF SURFACING MATERIALS-HOT MIX ASPHALT, ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE AND CRUSHED SURFACING TOP COURSE

WHEREAS, it is the intention of the Board of County Commissioners to purchase surfacing materials for the Road Fund; and

WHEREAS, the bids are to be delivered to the Benton County Public Works Department, Benton County Courthouse, Prosser, Washington no later than 10:30 a.m., Thursday, February 12, 2015 and said bids will be opened and read at the Benton County Public Works Department conference room at 11:00 a.m., Thursday, February 12, 2015; and

WHEREAS, a bid packet (No. CB 15-01) was prepared by Benton County Public Works staff and has been reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 15-01 Purchase of Surfacing Materials-hot mix asphalt, asphalt for tack coat, cold mix, crushed surfacing base course and crushed surfacing top course; and

BE IT FURTHER RESOLVED that the bids will be received by the Public Works Department, Benton County Courthouse, Prosser, Washington no later than 10:30 a.m., Thursday, February 12, 2015. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Public Works Department conference room at 11:00 a.m., Thursday, February 12, 2015.

Dated this 27th day of January 2015.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON
CB 15-01

REQUEST FOR BIDS

BIDS FOR: FURNISHING HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, AND CRUSHED SURFACING TOP COURSE.

BIDS RECEIVED: THURSDAY, FEBRUARY 12, 2015 AT 10:30 A.M., IN THE OFFICE OF BENTON COUNTY PUBLIC WORKS, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, FEBRUARY 12, 2015 AT 11:00 A.M., IN THE PUBLIC WORKS CONFERENCE ROOM, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

INSTRUCTIONS:

Please state hereon, in the columns provided, the lowest price at which you can provide the articles specified below. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned bids will not be considered.

The proposal shall be placed in a sealed envelope marked "BIDS - SURFACING MATERIALS, and delivered to Benton County Public Works at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than ninety-six (96) hours before bid opening cannot be answered.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: AUTHORIZATION TO SIGN THE DIGITAL SUBMITTAL CERTIFICATION OF THE 2015 ROAD LEVY CERTIFICATION AND ESTIMATED REVENUE PRODUCED AS PER WAC 136-150-021

WHEREAS, the Board of County Commissioners has reviewed the Certification of the 2015 Road Levy and finds the Certification to be complete; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners that the attached Certification of the 2015 Road Levy and Estimated Revenue Produced form is approved, and that the Chairman is authorized to sign the Digital Submittal Certification form for said Road Levy Certification.

Dated this 27th day of January, 2015.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 27, 2015</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Purchase-Total Station</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>D. Ford</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Benton County survey crew currently uses electronic surveying equipment known as a total station in the course of performing their duties. The current equipment is ten years old and is worn out. The equipment is outdated and no longer supported by the manufacturer so parts and batteries are not available. The equipment also does not take advantage of improvements in survey equipment technology over the past decade that will significantly improve the efficiency of the survey crew.

Over the past few months the Public Works Department has conducted field test of two different types of surveying equipment. One unit is produced by Topcon Positioning Systems; the other is produced by Leica Geosystems. Both units include an electronic total station and have an integrated Global Positioning System (GPS). The addition of the GPS will allow the survey crew to survey over several miles of area without the need to move equipment. This saves significant time in the field. The Leica system also has the added capability to take measurements without the need for a reflector target which allows the crew to measure difficult terrain (such as stock piles) without getting in harm’s way.

During our field trials the Leica system outperformed the Topcon system. The Topcon system experienced numerous failures that required the system to be reset, costing valuable time.

The Leica system is exclusively sold by Kuker Ranken Inc. in the Pacific Northwest. During our tests Kuker Ranken provided the best customer service. There is also a local Leica users group that is open for our staff to join. They attended one meeting while we had the demo system and found the availability of local, free, support to be invaluable.

Based on the above the County Engineer recommends purchase of the Leica Geosystems survey equipment from Kuker Ranken Inc. utilizing Washington State Contract Number 07812.

SUMMARY

The total station equipment the Public Works survey crew currently uses is in need of replacement. Washington State Contract No. 07812 allows for the purchase of survey equipment from Kuker-Ranken, Inc. of Mountlake Terrace, WA. Based on the gains in efficiency, improvement in safety and the amount of support we will get from Kuker-Ranken the County Engineer recommends purchase of the survey equipment from Kuker-Ranken, Inc. utilizing Washington State Contract No. 07812.

RECOMMENDATION

Approve the purchase of one Leica Robotic Total Station, Field Controller and GPS Unit per the attached list from Kuker-Ranken, Inc., Mountlake Terrace, WA utilizing Washington State Contract No. 07812.

FISCAL IMPACT

\$59,016.40 plus freight and WSST to be paid with ER&R funds. Our old equipment will be traded-in for \$1,750.00 which is included in the above purchase price.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE (1) LEICA TOTAL STATION, FIELD CONTROLLER AND GPS UNIT FROM KUKER-RANKEN, INC. UTILIZING WASHINGTON STATE CONTRACT NO. 07812 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, the existing total station used by the Public Works survey crew is worn out, outdated and in need of replacement; and

WHEREAS, Washington State Contract No. 07812 allows for the purchase of survey equipment from Kuker-Ranken, Inc., Mountlake Terrace, WA; and

WHEREAS, the Leica Total Station, Field Controller and GPS Unit, as per the attached quote sheet dated January 12, 2015, totals \$59,016.40 plus Washington State Sales Tax; and

WHEREAS, our departmental Deputy Prosecuting Attorney has reviewed and approved State Contract No. 07812; and

WHEREAS, the Benton County Public Works Director/County Engineer recommends purchasing the Leica Total Station, Field Controller and GPS Unit to replace the current total station; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Public Works Director/County Engineer's recommendation and approves the purchase of one (1) Leica Total Station, Field Controller and GPS Unit, as per the attached quote, in an amount not to exceed \$59,016.40 plus freight costs and WSSST utilizing State Contract No. 07812 from Kuker-Ranken, Inc., Mountlake Terrace, WA; and

BE IT FURTHER RESOLVED, the Board of County Commissioners authorizes the Chairman to sign the attached Purchase Agreement for purchase of said survey equipment.

Dated this 27th day of January, 2015.

Chairman of the Board

Chairman ProTem

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest. _____
Clerk of the Board

PURCHASE AGREEMENT Benton County, Washington

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

Resolution No. _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Kuker-Ranken, Inc.

Vendor Code:

Vendor Contact: Robert Mitchell, PLS

Vendor Contact Phone: 425-771-7776

Vendor Principal Place of Business: 6510 216th St. SW, Suite E
Mountlake Terrace, WA 98043

Ship To: Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Bill To: Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Attn: Marty Groom

Attn: Shannon Christen

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to provide the following supplies to Benton County under the terms described.

P.O. Date: 1/27/2015

Delivery Date: no later than 2/27/2015

Line/Model	Description	Est Qty	Unit Price	Total Price
1	Leica TS15 13" R400 Total Station, Field			-
	Controller and GPS Unit listed on attached quote sheet dated January 12, 2015			-
				\$60,766.40
				-
	Trade-In (#5104-TopCon Robotic GPT Station and Data Collector)			(1,750.00)
				-
				-
				-
				-
				-
				-
				-
				-
				-

The term of this Agreement shall be 1 month:

Beg: 01/27/15 through: 02/27/15

HANDLING =	-
SUB TOTAL =	59,016.40
SALES TAX =	5,075.41
TOTAL ORDER =	\$64,091.81

This purchase agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 07812 (copy attached hereto as Exhibit A).

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:

- The State of Washington Contract No. 07812
- This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:
Daniel S. Ford, P.E.

Title: Director/County Engineer

Address: P. O. Box 1001
Prosser, WA 99350

Phone: 509-786-5611

Email: daniel.ford@co.benton.wa.us

Approved as to Form (Civil Deputy Prosecutor): *[Signature]*

Vendor Name (Print): Robert Mitchell Title: P.L.S. Date: 1-15-15

Vendor Signature: *[Signature]*

Chairman of Benton County: _____ Date: _____

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>1/27/15</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Salary Request Statement</u>	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Sheriff Keane</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

The Sheriff has the option to request salary increases for lateral applicants based off of their previous experience and education.

SUMMARY

The Sheriff's Office is in the process of hiring or has hired a lateral deputy with the experience and education to warrant the requested increase from a grade 5A (\$4,802) to a grade 2 (\$5,755).

RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information.

FISCAL IMPACT

\$0 – Employee is filling a position of a higher paid deputy.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF WEAPONS, AIR TASERS & ELECTRONIC INCAPACITATION DEVICES FROM PROFORCE MARKETING, INC. DBA/ PROFORCE LAW ENFORCEMENT UTILIZING WASHINGTON STATE CONTRACT NO. 02309 FOR THE BENTON COUNTY SHERIFF’S OFFICE PATROL AND CORRECTIONS

WHEREAS, per Resolution 2013-347 Benton County Board of Commissioners approved the purchase of weapons, air tasers & electronic incapacitation devices from ProForce Markeing, Inc. dba ProForce Law Enforcement utilizing Washington State Contract No. 02309 with a total amount not to exceed \$30,000 including WSST, for the period of April 2, 2013 through February 1, 2015; and

WHEREAS, ProForce Law Enforcement informed the Benton County Sheriff’s Office that rates increased and were amended as of January 8, 2015, as per State Contract 02309 allows; and

WHEREAS, the Benton County Sheriff’s Office wishes to continue to purchase weapons, air tasers & electronic incapacitation devices from ProForce Law Enforcement utilizing Washington State Contract No. 02309 and reflect the new rates or hereafter amended rates within State Contract 02309 for a term commencing January 8, 2015 and expiring June 2, 2015; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and approves the purchase of weapons, air tasers & electronic incapacitation devices for ProForce Law Enforcement utilizing Washington State Contract No. 02309 with a total amount not to exceed \$30,000 including WSST, for the period of January 8, 2015 through June 2, 2015.

BE IT FURTHER RESOLVED, the Board is hereby authorized to sign the attached Purchase Order Agreement.

Dated this _____ day of _____, 2015.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 27, 2015</u>	Execute Contract	<u>X</u>
Subject: <u>Agreement</u>	Pass Resolution	<u>X</u>
<u>w/LexisNexis</u>	Pass Ordinance	_____
Prepared by: <u>L. Small</u>	Pass Motion	_____
Reviewed by: <u>Ryan Lukson</u>	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Under Federal Law, Benton County is required to provide an adequate law library or adequate assistance from persons trained in the law for inmates within the jail.

The Benton County Sheriff’s Office had a service contract with LexisNexis for an External Hard Drive (EHD) system that met the requirements to provide case law and revised codes for Washington State to inmates within the Benton County Jail for a service contract amount of \$625.00 plus WSST per month, with a termination date of December 31, 2014.

Said parties have been negotiating a new contract to include on-line kiosk system utilizing the kiosk systems provided by Telmate and was expected to be executed prior to termination of said contract. To date, the language for on-line interface services has not been fully agreed upon.

Both parties wish to enter into a three (3) month service contract to continue to provide the External Hard Drive (EHD) services to inmates within the Benton County Jail for a contract amount of \$625.00 plus WSST per month, with a termination date of March 31, 2015 to allow additional time to negotiate the on-line interface through Telmate’s kiosk system.

RECOMMENDATION

Approve the attached Resolution and service contract between Benton County and LexisNexis for a contract amount of \$625.00 plus WSST, with a term beginning January 1, 2015 and terminating March 31, 2015.

APPROVED AS TO FORM

Ryan Lukson, DPA

FISCAL IMPACT

Service rates were approved in the 2015/2016 budget process to be paid out of Dept 120.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SERVICE CONTRACT BETWEEN BENTON COUNTY AND LEXISNEXIS FOR AN EXTERNAL HARD DRIVE PRISON SOLUTIONS FOR CASE LAW AND REVISED CODES OF WASHINGTON STATE TO BE PROVIDED TO INMATES WITHIN THE BENTON COUNTY JAIL, KENNEWICK, WA

WHEREAS, under Federal Law, Benton County is required to provide an adequate law library or adequate assistance from persons trained in the law for inmates within the jail; and

WHEREAS, the Benton County Sheriff's Office had a service contract with LexisNexis for an External Hard Drive (EHD) system that met the requirements to provide case law and revised codes for Washington State to inmates within the Benton County Jail for a service contract amount of \$625.00 plus WSST per month for a total commitment of \$7,500.00 plus WSST per year, with a termination date of December 31, 2014; and

WHEREAS, said parties have been negotiating a new contract to include on-line kiosk system utilizing the kiosk systems provided by Telmate and was expected to be executed prior to termination of said contract; and

WHEREAS, to date, the language for online law library services has not been fully agreed upon; and

WHEREAS, both parties wish to enter into another service contract to provide the External Hard Drive (EHD) to offer case law and revised codes for Washington State to inmates within the Benton County Jail for a service contract amount of \$625.00 plus WSST per month, with a termination date of March 31, 2015 to allow additional time to negotiate the on-line interface through Telmate's kiosk system; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation to enter into a service contract with LexisNexis, a division of Reed Elsevier, Inc. and Matthew Bender & Company, Inc. Albany, NY, for the External Hard Drive (EHD) system that meets the requirements to provide case law and revised codes for Washington State to inmate within the Benton County Jail for a service contract amount of \$625.00 plus WSST per month; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the contract and addendum between Benton County and LexisNexis, a division of Reed Elsevier, Inc. and Matthew Bender & Company, Inc. attached hereto; and

BE IT FURTHER RESOLVED, the attached contract shall be effective January 1, 2015 and shall terminate March 31, 2015.

Dated this _____ day of _____, 2015.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

yy. Agreement w/ City of
 Kennewick for Use of Kennewick
 Firearms Range Facility

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 27, 2015</u>	Execute Contract	<u>X</u>
Subject: <u>License/Hold Harmless Agreement w/ City of Kennewick</u>	Pass Resolution	_____
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2013-875 dated December 3, 2013 the City of Kennewick and the Benton County by and for the Benton County Sheriff’s Office entered into a License and Hold Harmless Agreement for the purpose of establishing the terms and conditions of use for the Kennewick Firearms Range Facility, with an expiration date of December 31, 2014.

Both parties would like to enter into another License and Hold Harmless Agreement for calendar years 2015 & 2016.

RECOMMENDATION

Approve the attached Resolution and License and Hold Harmless Agreement between the City of Kennewick and Benton County by and for the Benton County Sheriff’s Office.

FISCAL IMPACT

No Fiscal Impact – There are no fees associated with this agreement.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A LICENSE AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF USE FOR THE KENNEWICK FIREARMS RANGE FACILITY

WHEREAS, per Resolution 2013-875 dated December 3, 2013 the City of Kennewick and the Benton County by and for the Benton County Sheriff's Office entered into a License and Hold Harmless Agreement for the purpose of establishing the terms and conditions of use for the Kennewick Firearms Range Facility; and

WHEREAS, the use of this facility is for organized training events and routine target practice conducted by Benton County Sheriff's Office and its officers; and

WHEREAS, both parties would like to enter into another License and Hold Harmless Agreement for calendar years 2015 & 2016; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorize the Chairman of the Board to sign the attached License and Hold Harmless Agreement between the City of Kennewick and Benton County; and

BE IT FURTHER RESOLVED, the term of this agreement shall commence January 1, 2015 and shall terminate on December 31, 2016.

Dated this _____ day of _____, 2015

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

LICENSE/HOLD HARMLESS AGREEMENT

This License and Hold Harmless Agreement (“AGREEMENT”) is hereby entered into between the City of Kennewick (“CITY”), a municipal corporation and Benton County by and for the Benton County Sheriff’s Office (“LICENSEE”), for purposes of establishing the terms and conditions of use for the Kennewick Firearms Range facility for organized training events and routine target practice conducted by Benton County Sheriff’s Office and its officers.

I. RECITALS

WHEREAS, the CITY has authorized the use of the Kennewick Firearms Range facility for LICENSEE; and

WHEREAS, as a condition of use of the Kennewick Firearms Range facility, the CITY has required a License and Hold Harmless Agreement to be executed by both parties; **NOW, THEREFORE**

THE PARTIES AGREE HERETO AS FOLLOWS:

II. AGREEMENT

1. License.

It is agreed and understood that LICENSEE shall have use of the Kennewick Firearms Range for firearms training and routine target practice and agrees to abide by the CITY’s range rules. LICENSEE agrees that officers will use protective equipment whenever shooting, including proper eyewear, hearing protection, and bulletproof vest. LICENSEE further agrees that all organized training events, as well as routine target practice involving five or more law enforcement officers, shall be supervised by a certified firearms instructor from that law enforcement agency.

2. Hold Harmless.

- (a) It is agreed and understood that LICENSEE shall defend, indemnify and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, suits, actions or liabilities, for injury or death of any person, or for loss or damage to property which arises out of the LICENSEES’ use of the Firearms Range or from any activity, work or thing done, permitted or suffered by LICENSEE, in or about the Firearms Range. The LICENSEE’s indemnity obligation herein does not extend to claims, suits, actions, or liabilities associated with negligence or other wrongful conduct by the CITY or its officers, officials, employees and volunteers.
- (b) It is agreed and understood that the CITY shall defend, indemnify and hold harmless the LICENSEE, its employees, agents, or affiliates from and against all

zz. Ammunition Purchase
 Authorization from San Diego Police
 Equipment Company

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 27, 2015</u> Subject: <u>Resolution Amendment for Purchase of Ammo from San Diego Police Equip. Co.</u>	Execute Contract _____ Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: <u>L. Small</u> Reviewed by:		

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2013-361, the Board of Benton County Commissioners approved the purchase of Ammunition from San Diego Police Equipment Company, Inc. utilizing Washington State Contract No. 03210 with a total amount not to exceed \$80,000 including WSST, for the period of May 7, 2013 through January 31, 2015.

This Resolution amendment is necessary to increase the not to exceed amount to \$185,000 including WSST, as the pricing on ammunition will be increasing on February 1, 2015 and the County Sheriff's Office, along with the Emergency Response Team, would like to take advantage of the current rates and purchase their ammunition that was approved in the 2015/2016 budget prior to the expected increase on February 1, 2015.

RECOMMENDATION

Approve the attached Resolution increasing the amount not to exceed from \$80,000 to 185,000 in order to purchase the 2015/2016 ammunition that has been approved through the biennial budget. The \$185,000 will cover the cost for all ammunition that has been purchased and will be purchased from May 7, 2013 through the Washington State Contract term date of January 31, 2017.

FISCAL IMPACT

These expenditures were approved in the 2013/14 and the 2015/16 biennial budget process for patrol, corrections, and emergency response team.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2013-361 AUTHORIZING THE PURCHASE OF AMMUNITION FROM SAN DIEGO POLICE EQUIPMENT COMPANY, INC. OFF WASHINGTON STATE CONTRACT NO. 03210 FOR THE BENTON COUNTY SHERIFF'S OFFICE AND EMERGENCY RESPONSE TEAM

WHEREAS, per Resolution 2013-361 the Board of Benton County Commissioners approved the purchase of Ammunition from San Diego Police Equipment Company, Inc. off Washington State Contract No. 03210 with a total amount not to exceed \$80,000 including WSST, for the period of May 7, 2013 through January 31, 2015; and

WHEREAS, this Resolution Amendment is necessary to increase the not to exceed amount as the pricing on ammunition will be increasing as of February 1, 2015; and

WHEREAS, the Benton County Captain and Jail Commander recommend purchasing the estimated amount of ammunition needed for Patrol, Corrections, and the Emergency Response Team for 2015-2016 that was approved their biennial budget in order to take advantage of the current price rates prior to February 1, 2015 rate increase; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the purchase of Ammunition from San Diego Police Equipment Company, Inc. utilizing Washington State Contract No. 03210 for a total amount not to exceed \$185,000 including WSST for the period of May 7, 2013 through January 31, 2017; and

BE IT FURTHER RESOLVED, the State Contract price rates are subject to change and purchase price shall be in accordance with Washington State price rate sheet at the time of order and written quote; and

BE IT FURTHER RESOLVED, Resolution 2013-361 is hereby amended.

Dated this _____ day of _____, 2015.

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; San Diego Police Equip.

Prepared by: L. Small

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



aaa Notice of Withdrawal from
Interlocal Agreement Regarding
Cellebrite USA Software

January 27, 2015

Sheriff Jim Raymond
County of Franklin Sheriff's Office
1016 N. 4th
Pasco, WA 99301

Chief Ken Hohenberg
Kennewick Police Department
211 W. 6th Ave.
Kennewick, WA 99336

Chief Chris Skinner
Richland Police Department
871 George Washington Way
Richland, WA 99352

Chief Robert Metzger
Pasco Police Department
525 N. Third Ave.
Pasco, WA 99301

Chief Brian McElroy
West Richland Police Department
3801 West Van Giesen
West Richland, WA 99353

Chief David Giles
Prosser Police Department
601 7th Street
Prosser, WA 99350

Chief Chris Turner
Connell Police Department
104 East Adams Street
Connell, WA 99326

RE: Notice of Withdrawal from Interlocal Agreement between Benton County, Franklin County, and the Cities of Kennewick, Richland, Pasco, Prosser, West Richland, and Connell regarding the Annual Software License Update for the Cellebrite USA, Inc. UFED Physical Device – Resolution 2014-253

Dear Participating Parties:

The purpose of this letter is to advise you that Benton County is exercising its right to withdraw from the above cited Interlocal Agreement per Section 6, Withdrawal.

Section 6.1. states: Any Participating Agency to this Agreement may withdraw by serving a notice of withdrawal upon all other Participating Agencies to the Agreement. This notice shall be given by April 1st of any year to be effective September 1st that same year. Such withdrawal will terminate usage of the device for the withdrawing Participating Agency.

Section 6.2. states: In the event a Participating Agency withdraws from this Agreement, the Jurisdiction Allocation Formula set forth in Section 4, may be amended pursuant to Section 11.

Please be advised that said withdrawal will be effective September 1, 2015.

Thank you for your attention to this matter.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

Jerome Delvin, Chairman
Benton County Commissioner

Cc: Steven Keane, Benton County Sheriff
Steve Young, Kennewick City Mayor
Cindy Johnon, Richland City Manager
Dave Zabell, Pasco City Manager
Paul Warden, Prosser City Mayor
Brent Gerry, West Richland City Mayor
Bruce Blackwell, Connell City Mayor
Rick Miller, Franklin County Commissioner

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action			
MEETING DATE: 01/27/15	Execute Contract	<u> X </u>	CONSENT AGENDA	<u> X </u>
SUBJECT: <u>Spanish Language</u> <u>Interpreter Contract -</u> <u>Superior Court</u>	Pass Resolution	<u> X </u>	PUBLIC HEARING	<u> </u>
	Pass Ordinance	<u> </u>	1 ST DISCUSSION	<u> </u>
	Pass Motion	<u> </u>	2 ND DISCUSSION	<u> </u>
Prepared By: <u>Pat Austin</u>	Other	<u> </u>	OTHER	<u> </u>
Reviewed By: <u>Ryan Brown,</u> <u>Bryan Perry,</u> <u>Paul Schut</u>	Approve for Hearing	<u> </u>		<u> </u>

BACKGROUND INFORMATION

Benton County contracts with a Spanish Language interpreter for the provision of interpreter services for defendants charged in criminal matters and legal financial obligations in the Superior Court. The current contract expired on December 31, 2014 and based on the revised Benton County Procurement Policy a new contract is required for 2015-2016.

The proposed contract contains the following changes from the previous contract:

- ◆ There is an increase to the 2013-2014 base compensation rate of \$575.00 per month due to longer dockets, additional number of dockets and increased numbers of jail visits
- ◆ Insurance requirements meet current County expectations

The contract is in compliance with the Interpreter Reimbursement Agreement with the Administrative Office of the Courts with regard to required hourly rate.

SUMMARY

Renewal of Spanish language interpreter contract with revisions.

RECOMMENDATION

The Court recommends approval of the contract.

FISCAL IMPACT

The will be no additional bottom line financial impact the 2015-2016 budget. The base compensation of the contract has increased and the Contract Services line item will need to be increased but will be off-set with funds from the Professional Services line item. The line item transfer will be completed at a future date with other similar contracts for interpreting services.

MOTION

I move to approve Resolution No. _____ and the 2015-2016 Agreement between Benton County and Ana Armijo for Court Certified Spanish Interpreting Services for Superior Court.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE 2015-2016 AGREEMENT BETWEEN BENTON COUNTY AND ANA ARMIJO FOR INTERPRETER SERVICES FOR THE SUPERIOR COURT.

WHEREAS, Ana Armijo is a Spanish language interpreter; and

WHEREAS, the Board of Benton County Commissioners and Ana Armijo have developed an Agreement for Spanish Interpreting Services for the Superior Court effective from January 1, 2015 through December 31, 2016, in the amount of \$3,075.00 per month, attached hereto.

BE IT RESOLVED, by the Board of Benton County Commissioners that the agreement between Benton County and Ana Armijo for interpreting services for the Superior Court is effective from January 1, 2015 through December 31, 2016, in the amount of \$3,075.00 per month, attached hereto.

Dated this _____ day of _____, 20_____

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Superior Court, A. Armijo, Auditor, Prosecutor

**PERSONAL SERVICE AGREEMENT
FOR COURT CERTIFIED SPANISH INTERPRETING SERVICES
FOR BENTON COUNTY SUPERIOR COURT**

This Personal Service Agreement entered into and effective January 1, 2015, by and between Benton County, a political subdivision of the State of Washington, and Ana Armijo (hereinafter called "Translator").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all Superior Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English; and,

WHEREAS, Translator has been certified by the State of Washington and has access to Certified Court Translators; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Translator shall provide such services to Superior Court as are commensurate with the definition provided in Chapter 2.43 RCW; an interpreter is one who is able to readily translate spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a party to a legal proceeding, by reason of such inability to speak and understand English is unable to obtain due process of law.

2. The Translator shall provide interpretive services in Spanish according to all needs for such services in Superior Court except deaf or hearing impaired.

3. The Translator represents that she is a Certified Interpreter by the Washington State Administrative Office of the Courts and shall maintain her status as a Certified Interpreter for the duration of the term of the agreement. Translator shall comply with all federal, state and local laws and regulations in performing services under this agreement.

4. The necessary services required by Translator under this Agreement are:

(a) Spanish interpreting for all Benton County Superior Court criminal dockets, 8:30 a.m. and 1:30 p.m. sessions, and Spanish interpreting for any and all interviews of inmates at the Benton County jail with their legal counsel upon request of counsel, at a mutually agreeable time and date.

(b) Spanish interpreting for all Benton County Superior Court Legal Financial Obligation Docket proceedings that are scheduled on the

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 27, 2015</u>	Execute Contract	<u>X</u>
Subject: <u>Grant Agreement with Benton Co. Emergency Management</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	<u>X</u>
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Benton County Emergency Management has an executed Grant Agreement with Washington State Military Department and the U.S. Department of Homeland Security for Federal Grant Funding per Agreement Number E14-175 in the amount of \$69,368. The two parties recently executed an Amendment to said Agreement, allocating \$20,000 towards an intelligence and information sharing software to benefit four (4) law enforcement agencies in the Tri-Cities region including Benton County, Richland, Kennewick, and Pasco.

The Crime Analysts at the above mentioned agencies work together on multiple regional projects, as well as, share information on day-to-day criminal activity. The funding shall cover four (4) software licenses for 3 years, which includes training and product support.

Benton County has assumed the responsibility for procuring the equipment/software in accordance with Exhibit A of the attached Agreement and the County shall be reimbursed by Benton County Emergency Management in an amount not to exceed \$20,000.

Benton County has solicited three companies that provide social media intelligence monitoring software and the lowest bidder came in at \$20,000 including sales tax for a 36 month subscription.

RECOMMENDATION

The Patrol Captain and Crime Analyst recommend approving the attached Grant Agreement between Benton County and Benton County Emergency Management utilizing \$20,000 of Federal Grant Funds towards an intelligence and information sharing software to benefit four (4) law enforcement agencies including Benton County, Richland, Kennewick, and Pasco.

FISCAL IMPACT

Benton County is required to purchase the equipment/software upfront and invoice Benton County Emergency Management within 30 days of the purchase for reimbursement not to exceed \$20,000. Said expense was included in the 2015/2016 budget process as both an expenditure and revenue.

MOTION

Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the Grant Agreement between Benton County Emergency Management and Benton County for the procurement of equipment/software accordance with Exhibit A in the attached Agreement; and

In consideration of the County's purchase of the equipment/software provided in Exhibit A, Benton County Emergency Management shall reimburse the County in an amount not to exceed \$20,000 including sales tax.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE GRANT AGREEMENT BETWEEN BENTON COUNTY EMERGENCY MANAGEMENT AND BENTON COUNTY FOR FEDERAL GRANT FUNDING FOR THE PROCUREMENT OF EQUIPMENT/SOFTWARE FOR A LOCATION BASED SOCIAL INTELLIGENCE PLATFORM FOR LAW ENFORCEMENT AND PUBLIC SAFETY IN THE TRI-CITIES REGION

WHEREAS, the Benton County Emergency Management has an executed Grant Agreement with Washington State Military Department and the U.S. Department of Homeland Security for Federal Grant Funding per Agreement Number E14-175 in the amount of \$69,368; and

WHEREAS, said parties executed an Grant Agreement Amendment A, to allocate \$20,000 towards an intelligence and information sharing software to benefit four (4) law enforcement agencies in the Tri-Cities region including Benton County, Richland, Kennewick, and Pasco; and

WHEREAS, the Crime Analysts at the agencies mentioned above work together on multiple regional projects as well as sharing information on day-to-day criminal activity. The funding shall cover four (4) licenses for 3 years (including training and product support); and

WHEREAS, Benton County has been given the responsibility for procuring the equipment/software in accordance with Exhibit A of the attached Agreement and the County shall be reimbursed by Benton County Emergency Management in an amount not to exceed \$20,000; and

WHEREAS, the Benton County Sheriff's Captain and Crime Analyst believes this type of intelligence and information equipment/software will provide the tools needed to help quickly and effectively prevent, identify, respond to & investigate crimes, threats and emergencies and recommends approving the Grant Agreement between Benton County Emergency Management and Benton County; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the Grant Agreement between Benton County Emergency Management and Benton County for the procurement of equipment/software accordance with Exhibit A in the attached Agreement; and

BE IT FURTHER RESOLVED, in consideration of the County's purchase of the equipment/software provided in Exhibit A, Benton County Emergency Management shall reimburse the County in an amount not to exceed \$20,000; and

BE IT FURTHER RESOLVED the term of the attached Agreement shall begin immediately upon execution by both Parties and shall terminate August 31, 2015.

Dated this _____ day of _____, 2015.

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, PA, BCEM

GRANT AGREEMENT

Between

Benton County Emergency Management

And

Benton County

THIS **GRANT AGREEMENT** (hereinafter Agreement) is made and entered into in duplicate originals by and between **BENTON COUNTY EMERGENCY MANAGEMENT**, an agency formed by Interlocal Agreement pursuant under 38.52.070 with its office located at 651 Truman Avenue, Richland, WA 99352 (hereinafter "**BCEM**"), and **BENTON COUNTY**, with their principal office at 620 Market Street, Prosser, WA 99350 (hereinafter "**County**").

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

1. **DURATION OF AGREEMENT**

The term of this Agreement shall **begin immediately upon execution by both parties** and shall **terminate August 31, 2015**.

2. **DUTIES OF THE COUNTY**

The County shall procure the following equipment/software:

a. A detailed description of the equipment/software to be procured by the County is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The County agrees to procure the equipment/software set forth in Exhibit "A" in accordance with the terms and conditions set forth in Washington State Agreement #: E14-175 FFY 2013 Homeland Security Grant Program, State Homeland Security Program, CFDA #: 97.067 - HSGP.

c. The County agrees that, in order to receive any federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in applicable guidance must be met.

d. The County agrees that grant funds may not be used to replace or supplant existing funding.

e. The County acknowledges that since this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The County agrees that it will not hold BCEM,

Authorization to Purchase
Equipment/Software from
SnapTrends ~ T Antonson

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 27, 2015</u>	Execute Contract	<u>X</u>
Subject: <u>Authorization of Software Purchase</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>IT Department</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	<u>X</u>
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Tri-Cities local Crime Analysts work together on multiple regional projects, as well as, share information on day-to-day criminal activity. They researched a social media software to help quickly and effectively prevent, identify, respond and investigate crimes, threats and emergencies within our community.

The Benton County Emergency Management has an executed Grant Agreement with Washington State Military Department and the U.S. Department of Homeland Security for Federal Grant Funding per Agreement Number E14-175 in the amount of \$69,368. The two parties recently executed an Amendment to said Grant Agreement, allocating \$20,000 towards an intelligence and information sharing software to benefit four (4) law enforcement agencies in the Tri-Cities region including Benton County, Richland, Kennewick, and Pasco.

Benton County has assumed the responsibility for procuring the equipment/software and solicited the following companies:

- SnapTrends, Austin TX - \$20,000 including tax for 36 month subscription
- Geofeedia, Inc., Chicago, IL - \$30,000 plus tax for 24 month subscription
- Echosec Systems LTD – Victoria, BC - \$50,000 plus data cost for 1 year subscription

The proposal on Echosec attached hereto is not completely disclosed as it was marked confidential.

RECOMMENDATION

The Benton County Crime Analyst, along with the other participating agencies Analysts, reviewed and participated in a demonstration of the equipment/software from all three (3) vendors and recommends awarding the purchase of the equipment/software to SnapTrends as the lowest responsible bidder in the amount of \$20,000 including WSST.

FISCAL IMPACT

These expenditures were put in the 2015/2016 for consideration under both expenditures and revenue. Benton County Emergency Management has agreed to reimburse Benton County the \$20,000 for the 36 month subscription.

MOTION

The Board of Benton County Commissioners, Benton County, Washington hereby moves to approve the purchase of equipment/software for a location based social intelligence platform for law enforcement and public safety from SnapTrends, Austin TX in the amount of \$20,000 including sales tax to benefit four (4) law enforcement agencies in the Tri-Cities region, including Benton County, Richland, Kennewick, and Pasco with said amount to be reimbursed by Benton County Emergency Management.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT/SOFTWARE FROM SNAPTRENDS FOR A LOCATION-BASED SOCIAL INTELLIGENCE PLATFORM FOR LAW ENFORCEMENT AND PUBLIC SAFETY IN THE TRI-CITIES REGION

WHEREAS, the Tri-Cities local Crime Analysts requested a social media software to quickly and effectively prevent, identify, respond and investigate crimes, threats and emergencies within our community; and

WHEREAS, the Benton County Emergency Management has an executed Grant Agreement with Washington State Military Department and the U.S. Department of Homeland Security for Federal Grant Funding per Agreement Number E14-175 in the amount of \$69,368; and

WHEREAS, said parties executed an Grant Agreement Amendment A, to allocate \$20,000 towards an intelligence and information sharing software to benefit four (4) law enforcement agencies in the Tri-Cities region including Benton County, Richland, Kennewick, and Pasco; and

WHEREAS, Benton County assumed the responsibility for procuring the equipment/software and solicited the following companies:

- SnapTrends, Austin TX - \$20,000 including tax for 36 month subscription
- Geofeedia, Inc., Chicago, IL - \$30,000 plus tax for 24 month subscription
- Echosec Systems LTD – Victoria, BC - \$50,000 plus data cost for 1 year subscription

; and

WHEREAS, the Benton County Crime Analyst, along with the other participating agencies Analysts, reviewed and participated in a demonstration of the equipment/software from all three (3) vendors and recommends awarding the purchase of the equipment/software to SnapTrends as the lowest responsible bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the purchase of equipment/software for a location based social intelligence platform for law enforcement and public safety from SnapTrends, Austin TX in the amount of \$20,000 including sales tax to benefit four (4) law enforcement agencies in the Tri-Cities region, including Benton County, Richland, Kennewick, and Pasco; and

WHEREAS, Benton County Emergency Management has agreed to reimburse Benton County for the cost for said equipment/software for an amount not to exceed \$20,000 per the Grant Agreement between Benton County Emergency Management and Benton County.

Dated this _____ day of _____, 2015.

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; BCEM; SnapTrends;

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 1/27/2015	Execute Amendment _____	Consent Agenda _____
Subject: <u>Request to release Benton County 2060 Affordable Housing Funds.</u>	Pass Resolution _____	Public Hearing _____
Prepared by: Melinda Diaz, Program Specialist- DHS	Pass Ordinance _____	1st Discussion _____X_____
Reviewed by: Linda Robb, Administrator-DHS	Pass Motion _____	2nd Discussion _____
	Other _____X_____	Other _____

BACKGROUND INFORMATION

Benton County, has made available through an Interlocal Agreement, funds to be utilized by Certified Non-Profits, Agencies/Providers of Affordable Housing, Cities, Towns, the County, and for-profit developers in accordance with 2060 Affordable Housing Program. The intent of the 2060 Fund is to provide affordable housing for very low income persons with incomes at or below fifty percent (50%) of the area median income. Eligible Activities for the SHB 2060 funds were Capital Projects, Operation & Maintenance and Rental Assistance. A small amount of funding was released (\$10,000.00) with the intention that the fund balance would increase over the year in order to fund larger projects in 2016. Applicants were required to submit a letter with the intent to apply and were given approximately four (4) weeks to submit an electronic and hard copy application. All applicants were allotted time to present their project to the Benton County Steering Committee and the committee has made recommendations on which projects to fund. Present during these presentations were Terry Christiansen, City of Richland, Adam Fyall, Benton County, Melinda Diaz, Benton/Franklin Department of Human Services, Joel Miranda, Benton/Franklin Department of Human Services, and Linda Robb, Benton/Franklin Department of Human Services. Due to limited funding, only two applicants were selected for recommendations. The two applicants were chosen for recommendation because of their type of project (rehabilitation) and limited funding streams.

COORDINATION

Linda Robb, DHS
Melinda Diaz, DHS

RECOMMENDATION

To fund the following projects:

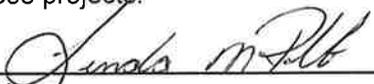
Elijah Family Homes' rehabilitation and repairs	\$ 4,580.00
River of Life Metropolitan Community Church	\$ 5,420.00

FISCAL IMPACT

\$10,000.00 from the Affordable Housing Fund

MOTION

To approve the recommendations listed below and approve Benton/Franklin Department of Human Services to prepare contracts for those projects.



Signature

<u>AGENDA ITEM</u> MEETING DATE: January 27, 2015 SUBJECT: Shoreline Master Program (SMP) Meeting MEMO DATE: January 16, 2015 Prepared By: Mike Shuttleworth	<u>TYPE OF ACTION</u> NEEDED	Consent Agenda
	Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Public Meeting X Discussion X Other

BACKGROUND INFORMATION

Benton County is required by RCW 90.58.080 (2)(a)(v) to review, update, and adopt its Shoreline Master Program (SMP) in accordance with the provisions of the Shoreline Management Act (SMA) and the SMP Guidelines (WAC 173-26). The County duly entered into a grant contract with the Department of Ecology (ECY) to help fund the update program, which allows completion and the update was completed in June 2014. The County adopted the draft SMP on June 3, 2014 and sent it to the Washington State Department of Ecology for their review and approval. The Department of Ecology sent a letter to Benton County on January 7, 2015, conditionally approving the SMP. The approval was subject to 5 required changes and 6 recommended changes.

STAFF REVIEW AND ANALYSIS

The County has updated its SMP in accordance with state law and guidelines. The Washington State Department of Ecology has reviewed the updated SMP and conditionally approved the plan. The conditional approval had 5 required changes and 6 recommended changes. The Planning Department has reviewed the required and recommended changes to determine if the wording would be consistent with the original document. The Planning Department does not see any issues with making the changes to the plan.

RECOMMENDATION

It is the recommendation of the Benton County Planning Staff, that the Board of County Commissioners accept the changes proposed by the Washington State Department of Ecology.

FISCAL IMPACT

No fiscal impact is determined at this time, this is a non-project proposal.

MOTION

The Board accepts Washington State Department of Ecology’s changes, as outlined in Attachments B and C to the Ecology’s letter dated January 7, 2015 and authorizes the chairman to sign the attached letter.

RESOLUTION

BEFORE THE BOARD OF COMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BENTON COUNTY SHORELINE MASTER PROGRAM UPDATE (SMP) IN ACCORDANCE WITH WASHINGTON STATE SHORELINE MANAGEMENT ACT (SMA) RCW 90.58.

WHEREAS, the Shoreline Management Act (RCW 90.58.080) provides a timetable that requires the County to amend its master program by December 31, 2013, and an extension to June 30, 2014 was granted by the Washington State Department of Ecology and approved in the grant agreement G1200022 authorized by the Benton County Commissioners in Resolution 2012-101; and,

WHEREAS, the County developed a public participation plan that provided widespread public notice, a project website, public meetings with a Shoreline Advisory Committee, public forums in several venues in the County, a Vision Community Questionnaire, a Public Access Focus Group, and public meetings and hearings before the Planning Commission and Board of County Commissioners between June of 2012 and June of 2014; and,

WHEREAS, an Environmental Determination was made by Benton County in File No. EA 2014-15, issued on March 21, 2014; and,

WHEREAS, the 60 day Notice of Proposed Amendment was submitted to Washington State Department of Commerce and acknowledged received on March 21, 2014; and,

WHEREAS, the Board of County Commissioners at the Open Record Hearing reviewed all testimony and public hearing exhibits that were entered into evidence; and,

WHEREAS, the Board of County Commissioners approved the Shoreline Master Program for Benton County on June 3, 2014 based on findings recorded in Exhibit CCM 1.1; and,

WHEREAS, the County approved Shoreline Master Program was sent to the State of Washington Department of Ecology for review and approval; and,

WHEREAS, on January 7, 2015, the Washington Department of Ecology approved the Benton County Shoreline Master Program subject to the required changes listed in Attachment B and the recommended changes shown in Attachment C to Ecology's letter; and,

WHEREAS, the Board of County Commissioners has reviewed the changes proposed by the Washington State Department of Ecology and finds them to be consistent with the goals and policies of the Benton Shoreline Master Program; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

Section 1. The Board of County Commissioners accepts the Washington State Department of Ecology's changes, as outlined in Attachments B and C to Ecology's letter dated January 7, 2015.

Section 2. The Board of County Commissioners authorizes the Chairman to sign and send a letter to Washington State Department of Ecology accepting Ecology's changes to the Benton County Shoreline Master Program,

Section 3. The Board of County Commissioners directs the Benton County Planning Department to make the changes to Benton County Shoreline Master Program as provided in Ecology's Attachments B and C.

Dated this 27th day of January 2015.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____
Clerk of the Board

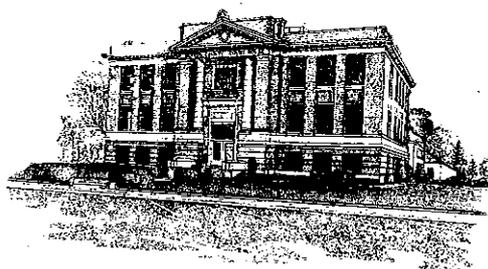
MES

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



January 27, 2015

Maia D. Bellon
Washington State Department of Ecology
Attention: Director's Office
P.O. Box 47600
Olympia, WA 98504-6700

Re: Benton County Comprehensive Shoreline Master Program Update – Conditional approval, Resolution Number 2014-440

Dear Director Bellon:

The Board of County Commissioners has discussed your comments in Attachments B and C to your letter. Benton County is in agreement with the changes in both attachments and will be directing staff to make the changes to the Benton County Shoreline Master Program adopted under Resolution 2014-440.

Benton County appreciates the help provided by Angela San Fillippo and Lennard Jordan of Ecology's Central Office and looks forward to working with them as we move forward with the implementation of the Benton County Shoreline Master Program.

Please contact our Planning Manager, Mike Shuttleworth at (509) 786-5612 or by E-mail at mike.shuttleworth@co.benton.wa.us if you any additional questions.

Sincerely,

JEROME DELVIN, Chairman
Board of County Commissioners

cc: Michael Shuttleworth, Planning Manager

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF HIRING A MENTAL HEALTH COURT PROGRAM MANAGER POSITION TO BE FUNDED FROM THE 3/10 OF 1% PUBLIC SAFETY TAX FUND 0148101

WHEREAS, on March 25, 2014 Resolution 2014 259 placed on the ballot a proposition for an increase in sales and use tax for funding public safety needs in Benton County; and,

WHEREAS, on August 5, 2014 the voters approved an increase of 3/10 of 1% in Benton County's sales and use tax to provide funding for public safety needs; and,

WHEREAS, on September 14, 2014 Resolution 2014 677 established the 3/10 of 1% Public Safety Tax Fund 0148101; and,

WHEREAS, on November 4, 2014, per Resolution 2014 833, an agreement between Benton County and the State of Washington Department of Revenue was approved and collection of the 3/10 of 1% sales and use tax began on January 1, 2015; and,

WHEREAS, one of the recommended actions by the Law and Justice Council for the use of said funds was the creation of a Benton County Mental Health Court; and,

WHEREAS, the District Court Administrator believes a manager will be required to develop and assist in implementing a Mental Health Court Program; and,

WHEREAS, the County Administrator recommends this manager position start on or after March 1, 2015 under the direction of the District Court Judges; **NOW THEREFORE**,

BE IT RESOLVED, the Board of County Commissioners approves the District Court Administrator's recommendation to authorize District Court to hire a Mental Health Court Program Manager; and

BE IT FURTHER RESOLVED, the Board of County Commissioners authorizes the Mental Health Court Program Manager position be hired by District Court to start work on or after March 1, 2015 and be under the direction of the District Court Judges; and,

BE IT FURTHER RESOLVED, the Board of County Commissioners authorizes the County Administrator to go to public hearing to establish an initial budget for the 3/10 of 1% Public Safety Tax Fund 0148101 for the Manager position; and

BE IT FURTHER RESOLVED, the Board of County Commissioners authorizes the Mental Health Court Program Manager position be paid from the 3/10 of 1% Public Safety Tax Fund 0148101; and,

BE IT FURTHER RESOLVED, that the County's Personnel Manager is hereby directed to bring a recommendation to the Board of Commissioners as to the pay grade and complete job description for the Mental Health Court Program Manager.

Dated this day of, 2015.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington