

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



to view items in detail, please click
on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, June 26, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ June 19, 2012

Review Agenda

Consent Agenda

Auditor

a. Financial Statement Letter to WA State Auditor's Office

Central Services

b. Equipment Purchase from Techdepot for Expansion of the Wireless Overlay

Clerk

c. Lease Agreement w/Pacific Office Automation for Three Canon Copiers

Commissioners

d. Appreciation Letter Tri-City Horse Racing

e. Appointment to the 2012 Primary Canvassing Board

Facilities

f. Contract w/Perfection Glass, Inc. for As Needed Glass Repair & Replacement

Human Services

g. Authorization to Sign Amendments to the Developmental Disabilities Employment Contracts

h. Agreement w/Domestic Violence Services of Benton & Franklin Counties

Juvenile

i. Contract Amendment w/Aramark Correctional Services, LLC for Food Services

j. Superior Court Indigent Defense Contract Amendment w/D Campbell

k. Superior Court Indigent Defense Contract Amendment w/M Poland

l. Contract w/Ernie Chapin for Conducting Youth Classes, Clinics & Workshops

m. Contract w/Pasco School District to Provide Probation Counselor at Chiawana High

n. Contract w/Pasco School District to Provide Probation Counselor at Pasco High

o. Contract w/The Personal Touch Cleaning, Inc. for Janitorial Services

p. Contract Termination w/Tri-Cities Maintenance and Janitorial II

q. Contract w/Community Health Clinics, Inc for First Time Sex Offender Treatment Services

OPD

r. Compensating Attorney P Younesi for Two Superior Court Preliminary Appearances

Parks

- s. Contract w/Irrigation Specialist for As Needed Repairs and/or Installation Services
- t. Agreement and Easement w/City of Richland at the Badger Mountain Centennial Preserve for Water Lines

Personnel

- u. July Employee of the Month
- v. Line Item Transfer, Fund No. 0504-101, Dept. 000
- w. Contract Amendment w/J & J Security and Transport, Inc. for Security Services
- x. Authorization for Risk Manager to Settle Claim CC2011-21

Public Works

- y. Contract Extension w/Wontrack Distributing, Inc. for Gasoline & Diesel Fuel
- z. Public Hearing Authorization for Clipper Windpower Development Company LLC Franchise Application
- aa. Public Hearing Authorization for Level 3 Communications LLC Franchise Application
- bb. Authorization to Schedule Bid Date for Pavement Marking 2012

Sheriff

- cc. Salary Request Statement
- dd. Agreement w/WA State Patrol to Participate in the Marijuana Eradication Program
- ee. Line Item Transfer, Fund No. 0000-101, Dept. 119
- ff. Line Item Transfer, Fund No. 0000-101, Dept. 120
- gg. Line Item Transfer, Fund No. 0000-101, Dept. 121
- hh. Line Item Transfer, Fund No. 0000-101, Dept. 125
- ii. Line Item Transfer, Fund No. 0000-101, Dept. 119 to 120
- jj. Line Item Transfer, Fund No. 0000-101, Dept. 119 to 121

Scheduled Business:

Agreement w/WA Asso of Sheriffs & Police Chiefs to Participate in Registered Sex Offender Address & Residency Program – Undersheriff Hatcher

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, June 19, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Shon Small
Commissioner Leo Bowman
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 Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Juvenile Administrator Sharon Paradis; Prosecuting Attorney Andy Miller; Sheriff Steve Keane; Eric Hsu, Office of Public Defense; Central Services Manager Randy Reid; Rosie Sparks, Auditor's Office; DPA Ryan Brown; Superior Court Judge Robert Swisher Jacki Lahtinen, District Court Administrator; Deputy Treasurer Erhiza Rivera.

Approval of Minutes

The Minutes of June 12, 2012 were approved.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "p". Commissioner Small seconded and said he wanted to remind employees to include on the cover sheet under fiscal impact where the funding would come from. Upon vote, the Board approved the following:

Facilities

- a. Contract Amendment w/Stoncor Group, Inc. dba Stonhard for Jail Kitchen Floor Repair; Amending Resolution 2012-265

Fairgrounds

- b. Contract w/RDO Equipment Company for As Needed Equipment Repair

Human Services

- c. Shelter Plus Care Renewal & Consolidation Grant Agreement w/US Dept of Housing & Urban Development
- d. Line Item Transfer, Fund No. 0108-101, Dept. 504
- e. Line Item Transfer, Fund No. 0152-101, Dept. 000

- f. Support of WA State Emergency Solutions Grant w/Dept of Commerce & Community Action Committee

Juvenile

- g. Contract w/DSHS for Juvenile Detention Alternatives Initiative

Office of Public Defense

- h. District Court Amended Agreement w/J Lilly
- i. Interlocal Agreement w/City of West Richland for Public Defense Services

Personnel

- j. Authorization of Risk Manager to Settle Claims & Litigation; Rescinding Resolutions 89-380 & 95-152

Planning

- k. Reappointment of L Coughlin to Planning Commission

Public Works

- l. Bid Award Contract to Inland Asphalt Company for Piert Road Extension
- m. Contract w/CWI Security Services, Inc. for Alarm Monitoring System

Sheriff

- n. Toilet Paper Purchase Authorization from Columbia Basin Paper & Supply
- o. Line Item Transfer, Fund No. 0000-101, Dept. 121

Treasurer

- p. Supplemental Interlocal Agreement w/City of Richland & Port of Benton Relating to Property Tax Distributions for the Richland Revitalization Area for Industry, Science & Education

State Gang Prevention Grant Application

Sharon Paradis, PA Andy Miller, and Sheriff Steve Keane presented the application for gang prevention grant being offered by the State in the amount of \$104,976 (no match required). Ms. Paradis said the money would be used to contract with Support, Advocacy & Resource Center (SARC) to coordinate the gang and intervention activities as a comprehensive approach.

Andy Miller said he was in support of the grant and it could be helpful in suppression efforts. He indicated there were a lot of hard core offenders using firearms that needed to go prison and a lot of gang affiliates that were scared and needed a way to get out; he said it would reinforce what the Sheriff's office was currently doing.

Sheriff Keane said that law enforcement did a good job of suppression but this was a better 360 approach for all agencies to get coordinated.

Commissioner Bowman asked what would happen when the grant went away and said the County needed to make contingency plans for that event. He also asked if SARC would need to hire someone and Ms. Paradis indicated they would need to hire someone. There was a discussion regarding where the program would be located and Commissioner Bowman thought it was important to remain separate from the SARC activities.

Commissioner Small said it was another opportunity to go 100% on prevention but agreed they may have to wind down some programs and prioritize.

Chairman Beaver commented that public safety was his number 1 priority and he didn't have a problem prioritizing safety over other programs and that should remain the focus.

MOTION: Commissioner Bowman moved to approve the grant application for the Office of Juvenile Justice for the 2012 Washington State Criminal Street Gang Prevention & Intervention Grant Program. Commissioner Small seconded. A friendly amendment was approved to go to public hearing on the supplement if the grant were approved by the State. Upon vote, the motion carried unanimously.

Law & Justice Council Presentation

Sheriff Steve Keane said the Council was asking the Board to approve forming a citizen advisory committee to research the need to go to a criminal justice sales tax. He said that forming a committee was needed to study the entire criminal justice system and talk with elected officials to see what was needed and decide whether it should go to a ballot to have the citizens decide on a criminal justice sales tax.

Kennewick Police Chief Hohenberg said his top priority was to make this area a safe place. He said when he started at Kennewick there was a ratio of officers to population of 1.58 to 1,000 and they were now down to 1.21 to 1,000. As an example, he said they would need 25 additional officers in Kennewick to get them back to 1.56 to 1,000 and to get to 1.39 per 1,000, which he felt was a good target, he would need to hire an additional 15 officers. He said he was very committed to adding police officers in Kennewick but it would impact other areas of the criminal justice system. He was in favor of taking a holistic approach for Benton County and forming a citizen advisory committee to look at all needs in Benton County.

Richland Police Chief Chris Skinner said that anytime they were looking at a tax it could be very emotional. He said there was a lot of collaboration in Tri-Cities and people took that for granted. However, he believed that having a citizen advisory committee look at this issue was a good business case because what happened in Kennewick and W. Richland affected the City of Richland positively and everyone benefitted from the enhancements of this possibility. He said they wanted to build police departments that met the needs of the community and it was past the time where they could only offer one set of core responsibilities but also had to look at prevention, intervention, and suppression.

West Richland Police Chief McElroy said everyone had to deal with the same issues and those issues crossed lines. However, they had very collaborative efforts and he felt that should be emphasized. Additionally, he said he was very supportive of this effort and would appreciate the Board's support.

Sheriff Keane said they wanted to get started on a committee soon and they would make some recommendations but it would be up to the Board to ratify the committee selection. PA Andy Miller said there were 15 citizens on the committee last time and 15-20 this time would be nice. He emphasized the importance of geographic diversity and having someone familiar with mental health issues.

The Board agreed to have a citizen advisory committee formed.

Commissioner Assignment Update

Commissioner Small said he spent a lot of time last week with DPA Reid Hay and Public Works looking at the CID/Piert Road issue and they were making progress. Additionally, he reminded the Board he would be heading to Seattle after the meeting to attend the Health Alliance meeting and would be back tomorrow.

Commissioner Bowman said he attended the waste conference in Walla Walla attended by the Association of County Engineers and participated in a panel representing NACO. He also attended a Law Library Board meeting and they were reviewing the issue of what books to be purchased, specifically Judge's Chambers books.

Also, he attended the Red Mountain meeting in Yakima attended by DOT and others across the State and Benton REA continued to facilitate that program.

Chairman Beaver reported on a conference call with the Dept. of Ecology regarding the ongoing water issue and the annual Park Board pot luck at Two Rivers Park. Additionally, he attended the Council of Governments meeting and KGH ribbon cutting.

Chairman Beaver said that one of the Board members would need to attend the Canvassing Board on August 21 and fill in for him since he was on the ballot. The Board indicated they would review their calendars and take care of that for him. Additionally, Chairman Beaver requested DPA Ryan Brown to contact Yakima County about the interlocal agreement and remind them Benton County was still waiting for the requested changes.

Additionally, he thanked county employees for assisting with the Fairgrounds issue and continuing to work that issue.

Claim for Damages

CC 2012-11: Received June 14, 2012 from Rene Rojas

Vouchers

Check Date: 6/15/2012
Warrant #: 234234-234251
Direct Deposit #: 77079-75281
Total all funds: \$111,016.03

Check Date: 06/15/2012
Warrant #: 59755-59975
Total all funds: \$1,481,423.44

Check Date: 06/15/2012
Taxes #: 10112064
Total all funds: \$33,231.93

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

Resolutions

- 2012-318: Shelter Plus Care Renewal & Consolidation Grant Agreement w/US Dept of Housing & Urban Development
- 2012-319: Contract Amendment w/Stoncor Group, Inc. dba Stonhard for Jail Kitchen Floor Repair; Amending Resolution 2012-265
- 2012-320: Contract w/RDO Equipment Company for As Needed Equipment Repair
- 2012-321: Line Item Transfer, Fund No. 0108-101, Dept. 504
- 2012-322: Line Item Transfer, Fund No. 0152-101, Dept. 000
- 2012-323: Support of WA State Emergency Solutions Grant w/Dept of Commerce & Community Action Committee
- 2012-324: Contract w/DSHS for Juvenile Detention Alternatives Initiative
- 2012-325: District Court Amended Agreement w/J Lilly
- 2012-326: Interlocal Agreement w/City of West Richland for Public Defense Services
- 2012-327: Authorization of Risk Manager to Settle Claims & Litigation; Rescinding Resolutions 89-380 & 95-152
- 2012-328: Reappointment of L Coughlin to Planning Commission
- 2012-329: Bid Award Contract to Inland Asphalt Company for Piert Road Extension
- 2012-330: Contract w/CWI Security Services, Inc. for Alarm Monitoring System
- 2012-331: Toilet Paper Purchase Authorization from Columbia Basin Paper & Supply
- 2012-332: Line Item Transfer, Fund No. 0000-101, Dept. 121
- 2012-333: Supplemental Interlocal Agreement w/City of Richland & Port of Benton Relating to Property Tax Distributions for the Richland Revitalization Area for Industry, Science & Education
- 2012-334: Criminal Street Gang Prevention & Intervention Grant Program Application

There being no further business before the Board, the meeting adjourned at approximately 9:43 a.m.

Clerk of the Board

Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



June 26, 2012

Mr. Clayton DaBell, Assistant Audit Manager
Washington State Auditor's Office
100 N. Morain, Suite 216
Kennewick, WA 99336

Dear Ms. Noland:

We are providing this letter in connection with your audit of the financial statements of Benton County for the period January 1, 2011 through December 31, 2011.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve a weakness in internal control, omission or misstatement of information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the weakness in internal control, omission or misstatement.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit.

1. We confirm that we are responsible for fair presentation of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America.
2. We acknowledge and understand our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements. Further, we have notified you that records or data containing information subject to confidentiality requirements have been made available to you.
3. We acknowledge and understand our responsibility for complying with applicable state and local laws, regulation, and provisions of contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

5. We have made available to you all:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.
6. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.
7. There are no material transactions that have not been properly recorded in the financial records.
8. We believe there are no uncorrected misstatements that would be material individually and in the aggregate to each applicable opinion unit.
9. We acknowledge and understand our responsibility for the design and implementation of programs and controls to safeguard public resources and ensure compliance with applicable laws and regulations, including controls to prevent and detect fraud.
10. Except as disclosed to the auditors in accordance with RCW 43.09.185, we have no knowledge of any fraud nor do we suspect fraud involving management, employees, or others.
11. Except as disclosed to the auditors in accordance with RCW 43.09.185, we have no knowledge of any allegations of fraud or suspected fraud received in communications from employees, former employees, analysts, regulators, or others.
12. The following have been properly recorded or disclosed in the financial statements:
 - a. Arrangements involving restrictions on cash balances.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Guarantees, whether written or oral, under which Benton County is contingently liable.
13. There are no violations or possible violations of laws, regulations and provisions of contracts and grant agreements with effects that should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, except as disclosed by the attached.
14. The County of Benton has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged.

15. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance. The attached letters describe any allegations to the contrary made by third parties of which we are aware.
16. We are not aware of any impending or threatened litigation, claims or assessments, or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification subtopic 450-20, Contingencies – Loss Contingencies, because FASB Accounting Standards Codification subtopic 450-20 need not be applied to immaterial items and we do not believe that there is a reasonable possibility that an adverse outcome with respect to such will have a material effect on the County's financial statements.
17. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
18. We have received no communication from the Internal Revenue Service (IRS) adversely affecting the tax exempt status of our outstanding debt or noncompliance with arbitrage rules.
19. No events have occurred subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
20. The financial statements include all joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
21. The financial statements properly classify all funds and activities.
22. All funds that meet the quantitative criteria in GASB Statements No. 34 and No. 37, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
23. Risk disclosures associated with deposit and investment securities are presented in accordance with GASB requirements and investments are properly valued.
24. Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.
25. Benton County meets the GASB-established requirements for using the modified approach for accounting for eligible infrastructure assets.
26. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
27. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
28. Interfund and internal activity and balances have been appropriately classified and reported.

29. Net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) and fund balance components (nonspendable; restricted; committed; assigned and unassigned) are properly classified and, as applicable, approved.
30. The (RSI) is measured and presented within prescribed guidelines and the methods of measurement and presentation are consistent with the prior period. There are no significant assumptions or interpretations underlying the measurement or presentation of the RSI.
31. We acknowledge and understand our responsibility for establishing and maintaining effective internal control over financial reporting.
32. We have followed applicable laws in adopting, approving, and amending budgets.
33. We have established adequate procedures and controls to safeguard public resources and ensure compliance with applicable laws and regulations.
34. We conform that we are responsible for the supplementary information required by governmental accounting principles generally accepted in the United States (RSI).

James R. Beaver
Chairperson,
Board of County Commissioners

Brenda Chilton
Benton County Auditor

Duane A. Davidson
Benton County Treasurer

cc: Board of County Commissioners
Brenda Chilton, Benton County Auditor
Duane A. Davidson, Benton County Treasurer

Attachments:

1. Letter dated June 26, 2012, to the Board of County Commissioners from Ryan Brown, Chief Civil Deputy: RE: Letter of Representation and Pending Litigation.
2. Letter dated June 26, 2012, to the Board of County Commissioners from Melina Wenner, Risk Manager RE: Letter of Representation and Claims Update.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	26-June-2012	Execute Contract	_____
Subject:	Wireless Overlay Expansion	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	_____
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

At the beginning of last year, a basic wireless overlay was added to the Benton County network in order to provide wireless internet and network access as part of three projects involving the Commissioners (paperless agenda), Clerk (jury check-in), and Superior Court Administration (scheduling from courtrooms). The network is also made available by the departments to members of the public such as attorneys and volunteer board members that need internet access while at county facilities. This implementation has been a success. The next step is to expand the depth of coverage and controller redundancy for the Courthouse, Justice Center, and Kennewick Annex/Juvenile Justice Center. This is a project that was identified as part of the "2011-16 Capital Improvement Plan" ("Wireless Overlay Expansion") and as an objective within the "IT Strategic Plan" (p. 11, 70). The attached resolution authorizes the purchase of the equipment to implement this project.

SUMMARY

Resolution authorizes purchase of additional wireless network equipment to expand the existing wireless overlay with the main county facilities.

RECOMMENDATION

- 1ST Pass resolution.
- 2nd

FISCAL IMPACT

Purchase from Capital Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING EQUIPMENT FROM TECHDEPOT FOR EXPANSION OF THE WIRELESS OVERLAY.

WHEREAS, Resolution 2012-057 for purchases between \$5,000 and \$25,000 authorizes county departments other than Public Works to purchase or lease without soliciting formal sealed bids by securing written quotes from at least three (3) different vendors, unless the product is such that it is not reasonable to obtain three price quotes; and

WHEREAS, the 2011-2016 Capital Improvement plan includes a project entitled "Wireless Overlay Expansion" for improving coverage and reliability of the existing wireless infrastructure; and

WHEREAS, seven (7) vendors on the Benton County Vendor List were asked to provide quotes for the equipment necessary for the expansion; and

WHEREAS, TechDepot of Trumbull CT responded with the lowest quote as indicated in the following table (prices shown do not include sales tax):

VENDOR	ADDRESS	QUOTE
CDW-G	Vernon Hills IL 60061	13,970
GovConnection	Rockville MD 20855	14,254
Insight Public Sector	Tempe AZ 85283	13,722
PCMailGov	Manassas VA 20109	13,710
Provantage		No Response
TechDepot	Trumbull CT 06611	12,162
Unisoft Networks	Bellevue WA 98008	13,084

; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase the desired equipment from TechDepot, for the amount of \$12,162 plus Washington sales tax; and

BE IT FURTHER RESOLVED, that the equipment purchased be included in the Benton County Computer Replacement Fund as allowed by the "Benton County Computer Replacement Policies and Procedures" found in the "Benton County Budget Policies and Procedures" adopted by Resolution 11-793.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

of Benton County, Washington.

Original: Central Services
Copies: Auditor

R. REID

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>6-26-12</u>	Execute Contract	_____	Consent Agenda	<u>XX</u>
Subject:	<u>Lease for Copiers</u>	Pass Resolution	<u>XX</u>	Public Hearing	_____
Prepared by:	J. Delvin	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	_____	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

The Benton County Clerk would like to enter into a sixty (60) month lease with Pacific Office Automation for the leasing of three (3) Canon copiers.

SUMMARY

The Benton County Clerk would like to enter into a sixty (60) month lease with Pacific Office Automation for the leasing of three (3) Canon copiers.

RECOMMENDATION

Board sign the resolution authorizing execution of the Equipment Contract, as well as execute the original of the Equipment Contract.

FISCAL IMPACT

\$0

This lease replaces the lease on the three (3) previously leased copiers.

MOTION

Motion to approve the resolution and execute the Equipment Agreement between the Benton County Clerk and Pacific Office Automation for sixty (60) month lease for three (3) Canon copiers.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR THREE (3) COPIERS FROM PACIFIC OFFICE AUTOMATION FOR THE BENTON COUNTY CLERK,

WHEREAS, Pacific Office automation is a vendor under State Contract #03706; and

WHEREAS, the Benton County Clerk would like to enter into a sixty (60) month lease with Pacific Office automation for the leasing of three (3) Cannon copiers; and

WHEREAS, attached hereto and incorporated herein by this reference is the Equipment Contract along with a copy of the Equipment Agreement and State Contract #03706; together, these outline the fees to be charged to the Benton County Clerk for the lease of three (3) copiers; and

WHEREAS, the monthly maintenance and equipment agreement amounts and per copy charges will be as follows, including all supplies, except paper:

Main Office - \$216.02 per month; \$.0041 per black/white copy
Front Counter - \$195.16 per month; \$.0041 per black/white copy
Prosser - \$186.11 per month; \$.0041 per black/white copy

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 Pacific Office Automation for sixty (60) month lease for three (3) Canon copiers, as in more specifically described in the Equipment Agreement Attached hereto and incorporated herein by this reference.

Dated this _____ day of _____, 2012

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; R. Ozuna; Original to Clerk



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

EQUIPMENT CONTRACT

No. _____

Benton County Clerks

Pacific Office Automation

NAME

NAME

S 7320 W Quinault

\$ 7913 W Grandridge Blvd

O BILLING ADDRESS

SHIPPING ADDRESS

L Kennewick WA 99336

Kennewick WA 99336

D CITY STATE ZIP

CITY STATE ZIP

T (509)735-8388

(509)735-0502

O TELEPHONE

TELEPHONE

Josie Delvin

KEY OPERATOR

ATTENTION

V
c
n
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A
d
d
r
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ORDER DATE		PO#		ORDERED BY		SOLD BY	
5/14/2012						Freeman	
QTY.	ITEM #	TYPE	DESCRIPTION	UNIT PRICE	TOTAL		
1		NEW	Canon IR ADVANCE 6075 (MAIN)		\$164.22		
			- External staple finisher		\$21.89		
			- Side large capacity tray		\$29.91		
1		NEW	Canon IR ADVANCE 6075 (FRONT DESK)		\$164.22		
			- External staple finisher		\$21.89		
			- Fax board		\$9.05		
1		NEW	Canon IR ADVANCE 6075 (Prosser)		\$164.22		
			- External staple finisher		\$21.89		
				TOTAL	\$597.29		
TO BE LEASED AT \$ <u>597.29</u> PER MONTH FOR <u>60</u> MONTHS				SECURITY DEPOSIT			
COPY KIT / SERVICE AGREEMENT: _____ COPIES OR _____ YEAR(S), WHICHEVER COMES FIRST.							
FROM DATE _____ METER _____, TO DATE _____ METER _____							
NETWORK SUPPORT CONTRACT*, _____ HOURS OR _____ MONTH(S), WHICHEVER COMES FIRST.							
<small>*See POA Representative for terms and conditions.</small>							
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS *Pricing and terms from attached State of Washington				SUB-TOTAL			
Contract #03706 incorporated herein by reference.				DELIVERY			
*Black and white copies billed monthly in arrears at .0041 per page. All parts, labor, toner and supplies (except paper) included for the term of the lease				NETWORK INSTALLATION			
				POWER FILTER			
				TAXES			
				TOTAL			
				LESS DEPOSIT			
				BALANCE			

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) <omitted> (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

CUSTOMER AUTHORIZATION

APPROVED BY PACIFIC OFFICE AUTOMATION

SIGNATURE

BY

TITLE

(BOCC)

DATE

TITLE

DATE

Approved as to form: Ryan Brown, DPA

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>26 June 2012</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Tri-City Horse Racing Letter</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>LSK</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>AJF</u>	Pass Motion <u>X</u>	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Letter of appreciation to Tri-City Horse Racing.

SUMMARY

RECOMMENDATION

FISCAL IMPACT

MOTION

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

26 June 2012

Cliff Schellinger
2470 Fir Road
Eltopia, Washington 99330

Nancy Sorick
Post Office 6662
Kennewick, Washington 99336

Dear Mr. Schellinger and Ms. Sorick:

The Board would like to acknowledge both of you, and the other Tri-City Horse Racing Association members' commitment to race horse training and meets at the Benton County Fairgrounds. We place great value on the long-tenured partnership among Benton County, the two of you and the other Association members, and race horse owners, trainers, and riders.

Last Tuesday during our board meeting, it was disheartening to hear from you, Cliff, that this year's meet may be your last. You cited the significant increase in the cost of insurance premiums related to protecting jockeys as a significant deciding factor in whether or not you could continue to sponsor the meets. Benton County has also noticed an increase in our insurance premiums which has made it difficult for events, such as your sponsored meets to continue. Unfortunately, it has become considerably frustrating and cost-prohibitive for any non-profit group or individual member of the public to use the Fairgrounds as they might have in the past years.

Again, we appreciate all of the work that both of you and the other Tri-City Horse Racing Association members have done in sponsoring the meets. Both of you have done a superb job in educating and providing a secure and family friendly environment while at the same time entertaining the community, and because of that we look forward to a continued partnership into the future.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

Shon Small

Leo Bowman

cc: Fairgrounds, Docken; LSK

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	06/26/12	Execute Contract	_____	Consent Agenda
Subject:	Canvassing Board	Pass Resolution	_____	Public Hearing
	Appt	Pass Ordinance	_____	1st Discussion
Prepared by:	Marilu Flores	Pass Motion	_____	2nd Discussion
Reviewed by:	L Smith Kelty	Other	XXX	Other

BACKGROUND INFORMATION

The Elections Dept will be having the Primary August 7th and a Commissioner (typically the Chairman) needs to be appointed to serve on the Canvassing Board who will meet to canvass the Primary on August 21, 2012. Being Chairman Beaver will appear on the Primary ballot, another Board member will need to be appointed to the Canvassing Board.

SUMMARY

Commissioner Bowman has agreed to serve on the Canvassing Board on Aug. 21, 2012, for the Primary to be held on August 7, 2012 since Chairman Beaver cannot serve due to him appearing on the Primary ballot.

RECOMMENDATION

Appoint Commissioner Leo Bowman to the Elections Department Canvassing Board to canvass Primary election results on Tuesday, August 21, 2012 @ 9:00 am.

FISCAL IMPACT

na

MOTION

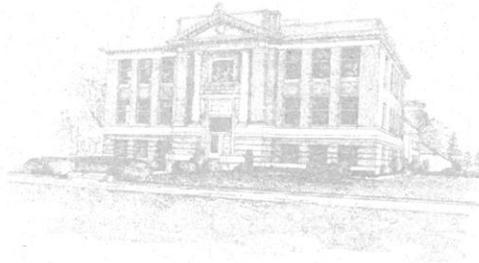
na - on consent agenda

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



CANVASSING BOARD APPOINTMENT

I, James Beaver, Chair of the Benton County Commissioners, hereby designate Commissioner Leo Bowman to serve on the Benton County Canvassing Board for the Primary to be held on August 7, 2012. Commissioner Bowman will serve for the timeframe July 18, 2012 through August 21, 2012.

DATED this 26th day of June, 2012.

James Beaver
Chair, Board of County Commissioners

f. Contract w/Perfection Glass, Inc. for As Needed Glass Repair & Replacement

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>06/26/12</u>	Execute Contract	_____	Consent Agenda X
Subject: _____	Pass Resolution	X _____	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>R. Lukson</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

The Facilities Manager received quotes from the following companies to furnish and install four (4) new handicap automatic door operators and for replacement of a window:

Perfection Glass: \$8,209.14 (including tax)
 Tri-City Glass, Inc.: \$8,763.70 (including tax)
 Glass Nook: \$8,996.80 (including tax)

SUMMARY

Perfection Glass provided the lowest quote and the Facilities Manager requests the Board enter into a Public Works Contract with Perfection Glass, Inc. for “as needed” glass repair and replacement services in an amount not to exceed \$20,000 including W.S.S.T. with the contract term expiring December 31, 2013.

RECOMMENDATION

Approve the resolution authorizing the Chairman to sign the Public Works Contract with Perfection Glass Inc.

FISCAL IMPACT

Up to \$20,000.00 including WSST
 Current Expense Fund – 0000-101, Dept. 110 (Facilities)
 Current Expense Fund – 0000-101, Dept. 120 (Jail - Facilities Portion)
 Current Expense Fund – 0000-101, Dept. 126 (Parks)
 Fairgrounds Operating Fund – 0124-101 (Fairgrounds)

No supplement required

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PUBLIC WORKS CONTRACT FOR "AS NEEDED" GLASS REPAIR AND REPLACEMENT SERVICES WITH PERFECTION GLASS INC. FOR ALL BENTON COUNTY FACILITIES

WHEREAS, per resolution 2012-056, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, the Facilities Manager received quotes from the following companies to furnish and install four (4) new handicap automatic door operators and for replacement of a window, as attached hereto:

Perfection Glass, Inc. Kennewick, WA:	\$8,209.14 (including W.S.S.T.)
Tri-City Glass, Inc., Kennewick, WA:	\$8,763.70 (including W.S.S.T.)
Glass Nook, Richland, WA:	\$8,996.80 (including W.S.S.T.)

WHEREAS, Perfection Glass, Inc. submitted the lowest quote and the Facilities Manager recommends the Board award a Public Works Contract with Perfection Glass, Inc., Kennewick, WA – Contractor License No. PERFEI*241Q2 to perform the above quoted services in the amount of \$8,209.14 (Including W.S.S.T.) and for other "as needed" glass repair and replacement services to include windows, doors, and automatic door openers throughout all Benton County locations in a total contract amount not to exceed \$20,000 including W.S.S.T.; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards a Public Works Contract for "as needed" glass repair and replacement services with Perfection Glass, Inc. for all Benton County locations to include installation of four (4) new handicap automatic door operators and replacement of a window per the attached quote; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the Public Works Contract with Perfection Glass, Inc. attached hereto in an amount not to exceed \$20,000.00 including W.S.S.T.; and

BE IT FURTHER RESOLVED, the term of the attached contract begins when executed by both parties and terminates December 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Perfection Glass INC., with its principal offices at 15 N. Auburn, 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 - 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, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide "as needed" glass repair and replacement services to include windows, doors, and automatic door openers. 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. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p>Meeting Date:</p> <p>Subject: <u>Authorizing the Board Chair to sign amendments to the Developmental Disabilities Employment Contracts upon approval as to form by attorneys</u></p> <p>Prepared by:</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract _____</p> <p>Pass Resolution _____ <u>X</u> _____</p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda _____ <u>X</u> _____</p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Benton-Franklin Counties Department of Human Services currently has eight (8) subcontractors that provide a coordinated and comprehensive program of services for persons with Developmental Disabilities in Benton and Franklin Counties. The contract end date for all eight (8) subcontractors is June 30, 2012. The contract issued by the State for the 2012-2013 year is not likely to be reviewed and executed prior to the expiration of the current contracts. Benton-Franklin Counties Department of Human Services submitted contract amendments to the Prosecuting Attorney’s office on June 12, 2012, extending the contract’s end date to September 30, 2012.

RECOMMENDATION

Sign the resolution authorizing the Board Chair to sign amendments to the Developmental Disabilities Employment Contracts upon approval as to form by attorneys.

FISCAL IMPACT

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

MOTION

To authorize the Chair to sign on behalf of the Board to sign the Developmental Disabilities Employment Contracts upon approval as to form by attorneys.



Signature

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

**RE: IN THE MATTER OF AUTHORIZING THE BOARD CHAIR TO SIGN
AMENDMENTS TO THE DEVELOPMENTAL DISABILITIES EMPLOYMENT
CONTRACTS UPON APPROVAL AS TO FORM BY ATTORNEYS**

WHEREAS, the Benton-Franklin Counties Department of Human Services currently has eight (8) subcontractors that provide a coordinated and comprehensive program of services for persons with Developmental Disabilities in Benton and Franklin Counties; and

WHEREAS, the contract end date for all eight (8) subcontractors is June 30, 2012; and

WHEREAS, the contract issued by the State for the 2012-2013 year is not likely to be reviewed and executed prior to the expiration of the current contracts; and

WHEREAS, Benton-Franklin Counties Department of Human Services submitted contract amendments to the Prosecuting Attorney's office on June 12, 2012, extending the contract's end date to September 30, 2012; NOW, THEREFORE,

BE IT RESOLVED, that upon approval of legal form from the Prosecuting Attorney's office, the Chairman of the Board of Benton County Commissioners be, and here by is, authorized to sign, on behalf of Benton County each contract amendment.

Amendments:

Amendment #11/12-DD-ARC-01
Amendment #11/12-DD-AWI-01
Amendment #11/12-DD-CDC-01
Amendment #11/12-DD-CI-01
Amendment #11/12-DD-ECS-01
Amendment #11/12-DD-GW-01
Amendment #11/12-DD-PTC-01
Amendment #11/12-DD-SA-01

Dated this day of ,2012

Chair

Member

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

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p>Meeting Date:</p> <p>Subject: <u>Execution of Agreement #CHG-DVSBF-2012 between Domestic Violence Services of Benton and Franklin Counties and Benton Franklin Counties Department of Human Services</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <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 would like to enter into an agreement with Domestic Violence Services of Benton and Franklin Counties (Grantee) for the purpose of Eligible Facility Support, Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant.

The Consolidated Homeless Grant (CHG) is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. The CHG funds support a variety of activities, including operations of time-limited units, rental assistance, and data collection and reporting.

The agreement process was initiated when Washington State Department of Commerce provided a copy of the agreement for legal review on December 14, 2011; resulting in the delay of execution.

SUMMARY

Award: Maximum consideration is \$175,702.00; the Grantee is only authorized to spend 75% (\$131,776.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES.

Period: Commences on the date of execution through December 31, 2013

Funding Source: Washington State Department of Commerce

RECOMMENDATION

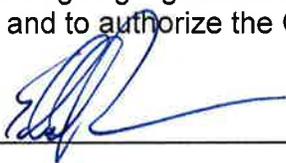
- Sign the Resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of \$175,702.00; the Grantee is only authorized to spend 75% (\$131,776.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES.

MOTION

To approve signing Agreement #CHG-DVSBF-2012 with Domestic Violence Services of Benton and Franklin Counties, and to authorize the Chair to sign on behalf of the Board.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING AGREEMENT #CHG-DVSBF-2012 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to enter into an agreement with Domestic Violence Services of Benton and Franklin Counties (Grantee) for the purpose of Eligible Facility Support, Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant; and

WHEREAS, the Consolidated Homeless Grant is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered; and

WHEREAS, Consolidated Homeless Grant funds support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting; and

WHEREAS, the Grantee will provide facility support for overnight emergency shelters, day shelters, and homeless drop-in centers which includes: utilities, expendable supplies, and expendable transportation costs directly related to the transportation of eligible clients. Financial assistance will also be provided to eligible Benton and Franklin County residents who meet the income eligibility of; below 30% Annual Median Income (AMI) or below 50% AMI for households with children whom are homeless or at substantial risk of becoming homeless; and

WHEREAS, in accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Grantee shall directly provide a reasonable level of supportive services to the Counties eligible direct services recipients; and

WHEREAS, the Grantee will be allowed to bill for allowable administrative expenses that benefit the organization as a whole; and

WHEREAS, the agreement process was initiated when Washington State Department of Commerce provided a copy of the Consolidated Homeless Grant for legal review on December 14, 2011; resulting in the delay of execution; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are,

authorized to sign, on behalf of their respective county, Agreement #CHG-DVSBF-2012 between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, for a consideration of \$175,702.00; the Grantee is only authorized to spend 75% (\$131,776.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the date of execution and ends on December 31, 2013.

Dated this.....day of, 2012

Dated this.....day of, 2012

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

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #CHG-DVSBF-2012**

This Agreement (also hereinafter referred to herein as "Grant") 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 Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Domestic Violence Services of Benton and Franklin Counties (DVSBF)**, a nonprofit social service organization, with its principal offices at 3311 W. Clearwater, Suite C-140, Kennewick, WA 99336 (hereinafter "Grantee").

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

Grantee Contact Information:
Dan Aspiri, Executive Director
Domestic Violence Services
3311 W. Clearwater, C-140
Kennewick, WA 99336
Phone: 509.735.1295
E-Mail: dan.a@dvsbf.org

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

Consideration \$175,702.00
Although the Agreement Amount is \$175,702.00, Grantee is only authorized to spend 75% (\$131,776.00) through June 30, 2013. The remaining amount may not be spent without the written approval from the COUNTIES.

Attachments incorporated into this Agreement:
Attachment A-Logic Model, Attachment B-Budget
Attachment C-Department of Commerce Program Guidelines

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

For the Contractor:



Title: EXECUTIVE DIRECTOR Date 6-4-2012

For Benton County:

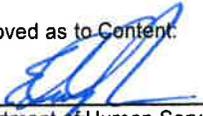
Benton County Commissioners Date

Attest: Clerk of the Board

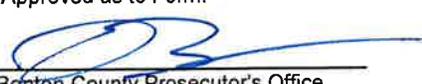
For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

Approved as to Form:


Franklin County Prosecutor's Office

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 06-26-12 F/C 07-11-12	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Signature on Contract Amendment # 5 with ARAMARK Correctional Services	Executive Contract <u>xx</u>	PUBLIC HEARING <u>---</u>
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	1ST DISCUSSION <u>---</u>
Reviewed By: Sharon Paradis	Pass Ordinance <u>---</u>	2ND DISCUSSION <u>---</u>
	Pass Motion <u>---</u>	OTHER <u>---</u>
	Other <u>---</u>	

BACKGROUND INFORMATION

ARAMARK Correctional Services currently provides detention food services for the Benton-Franklin Counties Juvenile Justice Center. This contract amendment # 5 replaces Contract Amendment # 3 and # 4 in their entirety.

SUMMARY

ARAMARK continues to provide food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit and agrees to this amendment. The amendment is to expand the contract for an additional two months in order to fully evaluate the proposed meal price increase set forth by Aramark.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Food Services Contract Amendment # 5 between the Benton-Franklin Counties Juvenile Justice Center and ARAMARK Correctional Services, as written.

FISCAL IMPACT

The food service expenditures are to be paid out of the current Juvenile Operations Department # 171 budget. No supplement required. The current pricing remains the same during the extension period.

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 are authorized to sign, on behalf of their respective county, the Food Services Contract Amendment between ARAMARK Correctional Services and the 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 ARAMARK CORRECTIONAL SERVICES, LLC FOR FOOD SERVICES OF THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE DETENTION CENTER

WHEREAS, the current contract with Aramark Correctional Services, LLC contract is expiring on June 30, 2012, due to the new USDA requirements Aramark Correctional Services, LLC is requesting a cost increase. In order to determine if a cost increase is sustainable the Benton-Franklin Counties Juvenile Justice Center is requesting a two month extension to the contract prior to entering into a year agreement, and

WHEREAS, The Benton-Franklin Counties Juvenile Justice Center Administrator recommends a two month extension to the current contract, **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 board concurs with the Administrator's recommendation and hereby awards Contract Amendment # 5 to Aramark Correctional Services, LLC; and

BE IT FURTHER RESOLVED, the current pricing remains the same for the extension from July 1, 2012 through August 31, 2012; and

BE IT FURTHER RESOLVED, that the Chairman of the boards is authorized to sign the attached Contract Amendment # 5; and

BE IT FURTHER RESOLVED, the term of Contract Amendment # 5 commences on July 1, 2012 and expires on August 31, 2012.

DATED this 26th day of June 2012
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 11th day of July 2012
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

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

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

**BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER**



SHARON PARADIS, 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

FOOD SERVICE CONTRACT AMENDMENT # 5

This Contract 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 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 collectively referred to as "Counties"), and ARAMARK Correctional Services, LLC, with its principal offices located at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 10 154 and executed on March 15, 2010, and Franklin County Resolution No. 2010 085 and executed on March 17, 2010 (the "Contract"), the parties' Contract Amendment #3, numbered Benton County Resolution No. 11 415, and executed on June 27, 2011 and Franklin County Resolution No. 2011 232 and executed on July 6, 2011, and the parties' Contract Amendment # 4 numbered Benton County Resolution No. 2012 024 and executed on January 10, 2012 and Franklin County Resolution No. 2012 014 and executed on January 4, 2012 the parties agree to amend the Contract and strike Contract Amendment # 3 and # 4 in its entirety:

1. In accordance with Section 2 of the contract ("Duration of Contract") the parties agree to extend the Contract for an additional two month period from July 1, 2012 to August 31, 2012.
2. Attachment A of this Contract Amendment # 5 replaces Attachment A of the Contract and Contract Amendment # 4 and is incorporated herein by reference.
3. In accordance with paragraph 5.H. of the Contract, the parties agree to the meal price charged to the Counties by Contractor as set forth in Attachment A to this Contract Amendment and is incorporated herein by reference. These prices shall be effective July 1, 2012 and shall remain firm through August 31, 2012.

ATTACHMENT A

Benton-Franklin Counties Juvenile Justice Center

July 1, 2012-August 31, 2012

<u>Average Population</u>	<u>Meal Price without Sales Tax</u>	<u>Meal Price with Sales Tax</u> <i>(Tax Rate is 8.3%)</i>
01-29	\$ 4.898	\$ 5.304
30-34	\$ 4.235	\$ 4.586
35-39	\$ 3.698	\$ 4.005
40-44	\$ 3.254	\$ 3.524
45-49	\$ 3.168	\$ 3.431
50-54	\$ 2.954	\$ 3.199
55-59	\$ 2.780	\$ 3.011
60-64	\$ 2.634	\$ 2.853

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		
MEETING DATE: B/C 6-26-12 F/C 07-11-12		Executive Contract	<u>XX</u>	CONSENT AGENDA <u>XX</u>
SUBJECT: Professional Services Agreement Amendment for Civil Defense Panel Attorney Darin R. Campbell		Pass Resolution	<u>XX</u>	PUBLIC HEARING
Prepared By:	Toni Lehman	Pass Ordinance		1ST DISCUSSION
Reviewed By:	Sharon A. Paradis	Pass Motion		2ND DISCUSSION
		Other		OTHER

BACKGROUND INFORMATION

Defense Panel attorney Donna Mannion contracted with Benton and Franklin Counties to provide representation to indigent juveniles. However, her contract expired on June 30, 2011. Rather than creating a new contract It was recommended that attorney Donna Mannion's PSA not be renewed therefore becoming necessary to contract with another attorney.

SUMMARY

Attorney Darin Campbell, who currently contracts with the Counties to provide indigent defense services to juveniles has agreed to assume half of the cases representing the Contract Services for an additional six month period from July 1, 2012 to December 31, 2012 so as to allow the Counties the time to locate a suitable longer term contract attorney to take on the Contract Services.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Professional Service Agreement Amendment for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

Compensation for the panel attorney is already budgeted in Juvenile Budget # 171 in which no supplemental is required. Compensation is for an additional 15 open cases (50% of attorney Mannion's contractual caseload) for an amount of \$1,324.03 per month.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Professional Services Agreement Amendment with Mr. Campbell.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING CONTRACT AMENDMENT BFJC1212DRC004A WITH
ATTORNEY DARIN R. CAMPBELL FOR ADDITIONAL INDIGENT DEFENSE SERVICES IN
THE JUVENILE DIVISION OF BENTON-FRANKLIN COUNTIES SUPERIOR COURT
REPRESENTING INDIGENT JUVENILES SUBJECT TO DEPENDENCY PROCEEDINGS.

WHEREAS, attorney Donna Mannion had been contracting with Benton and Franklin Counties ("Counties") to provide representation to indigent juveniles subject to dependency proceedings ("Contract Services") in the Juvenile Division of the Benton & Franklin Counties Superior Court;

WHEREAS, attorney Donna Mannion's professional services agreement ("PSA") for Contract Services expired on June 30, 2011;

WHEREAS, it was recommended that attorney Donna Mannion's PSA not be renewed.

WHEREAS, attorney, Darin Campbell, assumed 50% of Donna Mannion's caseload from July 1, 2011 to June 30, 2012;

WHEREAS, attorney, Darin Campbell, has agreed to renew his contract amendment of assuming an additional 15 open cases per month for an additional six month period.

NOW THEREFORE, BE IT RESOLVED THAT the attached professional services agreement amendment for attorney Darin Campbell, designated BFJC1212DRC004A, whereby he will continue to assume an additional 15 open cases per month (50% of attorney Donna Mannion's contractual caseload) for additional monthly compensation of \$1,324.03, for the period of time from July 1, 2012 until December 31, 2012 only, be executed as presented.

Dated this 26th day of June, 2012

Dated this 11th day of July, 2012

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: _____
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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

SHARON PARADIS, 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

**AMENDMENT # 4 TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSON IN BENTON-FRANKLIN
COUNTIES JUVENILE COURT DIVISION
BFJC1212DRC004A**

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between Darin R Campbell attorney at law, Washington State Bar Association #21301 (Attorney); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Professional Service Agreement between Attorney and the Counties, designated as BFJC1112DRC001 (corresponding to Benton County Resolution No. 10 705 and executed on November 22, 2010, and Franklin County Resolution No. 2010 360 and executed on December 1, 2010), hereinafter referred to as the "Existing PSA", and Personal Service Agreement Amendment # 3 designated as BFJC1212DRC002A (corresponding to Benton County Resolution No 2012-022 and executed on January 10, 2012 and Franklin County Resolution No 2012-013 and executed on January 4, 2012) hereinafter referred to as "Amendment # 3": the parties agree **Section 7, Number of Appointments** and **Section 11.a., Compensation**, of said Existing PSA and Amendment # 3 shall be amended by being replaced with the following:

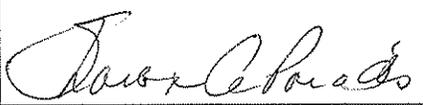
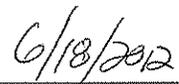
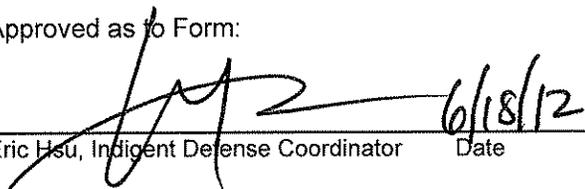
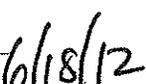
7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons in Civil Proceedings up to a floating caseload maximum of **45 open cases** pending at any given time (exclusive of BECCA cases/matters, which shall not be counted towards such floating caseload maximum). Truancy Board representation, being separately compensated, shall not count toward this maximum caseload. For the period of time commencing January 1, 2012 and ending December 31, 2012 only, Attorney shall accept additional cases amounting to **15 additional open cases** at any given time, for a total of **60 open cases** at any given time.

11. **COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$4,027.99** (proratable for any partial month), payable on the last business day of the month, for the year 2012. Furthermore, for the period of time commencing January 1, 2012 and ending December 31, 2012 only, Attorney shall be compensated with the additional sum of **\$1,324.03** for handling an additional 15 open cases at any given time, for a total monthly compensation of **\$5,352.02**. This additional monthly compensation for January 1 – December 31, 2012, of **\$1,324.03**, shall not be considered for purposes of calculating Attorney's compensation for year 2013.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton-Franklin Counties Juvenile Justice Center	
		 	
Darin R. Campbell	Date	Sharon A. Paradis	Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
Approved as to Form:			
 			
Eric Hsu, Indigent Defense Coordinator			
Date			
By: _____	By: _____	By: _____	By: _____
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____	Date: _____	Date: _____
Attest: _____	Attest: _____	Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____	Clerk of the Board: _____	Clerk of the Board: _____

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		
MEETING DATE: B/C 6-26-12 F/C 07-11-12		Executive Contract	<u>XX</u>	CONSENT AGENDA <u>XX</u>
SUBJECT: Professional Services Agreement Amendment for Civil Defense Panel Attorney Mary S. Poland		Pass Resolution	<u>XX</u>	PUBLIC HEARING
Prepared By:	Toni Lehman	Pass Ordinance		1ST DISCUSSION
Reviewed By:	Sharon A. Paradis	Pass Motion		2ND DISCUSSION
		Other		OTHER

BACKGROUND INFORMATION

Defense Panel attorney Donna Mannion contracted with Benton and Franklin Counties to provide representation to indigent juveniles. However, her contract expired on June 30, 2011. Rather than creating a new contract It was recommended that attorney Donna Mannion's PSA not be renewed therefore becoming necessary to contract with another attorney.

SUMMARY

Attorney Mary Poland, who currently contracts with the Counties to provide indigent defense services to juveniles has agreed to assume half of the cases representing the Contract Services for an additional six month period from July 1, 2012 to December 31, 2012 so as to allow the Counties the time to locate a suitable longer term contract attorney to take on the Contract Services.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Professional Service Agreement Amendment for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

Compensation for the panel attorney is already budgeted in Juvenile Budget # 171 in which no supplemental is required. Compensation is for an additional 15 open cases (50% of attorney Mannion's contractual caseload) for an amount of \$1,324.03 per month.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Professional Services Agreement Amendment with Ms. Poland.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING CONTRACT AMENDMENT BFJC1212MSP003A WITH
ATTORNEY MARY POLAND FOR ADDITIONAL INDIGENT DEFENSE SERVICES IN THE
JUVENILE DIVISION OF BENTON-FRANKLIN COUNTIES SUPERIOR COURT
REPRESENTING INDIGENT JUVENILES SUBJECT TO DEPENDENCY PROCEEDINGS.

WHEREAS, attorney Donna Mannion had been contracting with Benton and Franklin Counties (“Counties”) to provide representation to indigent juveniles subject to dependency proceedings (“Contract Services”) in the Juvenile Division of the Benton & Franklin Counties Superior Court;

WHEREAS, attorney Donna Mannion’s professional services agreement (“PSA”) for Contract Services expired on June 30, 2011;

WHEREAS, it was recommended that attorney Donna Mannion’s PSA not be renewed.

WHEREAS, attorney, Mary Poland, assumed 50% of Donna Mannion's caseload from July 1, 2011 to June 30, 2012;

WHEREAS, attorney, Mary Poland, has agreed to renew her contract amendment of assuming an additional 15 open cases per month for an additional six month period.

NOW THEREFORE, BE IT RESOLVED THAT the attached professional services agreement amendment for attorney Mary Poland, designated BFJC1212MSP003A, whereby she will continue to assume an additional 15 open cases per month (50% of attorney Donna Mannion’s contractual caseload) for additional monthly compensation of \$1,324.03, for the period of time from July 1, 2012 until December 31, 2012 only, be executed as presented.

Dated this 26th day of June, 2012

Dated this 11th day of July, 2012

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: _____
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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

SHARON PARADIS, 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

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

**AMENDMENT # 3 TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSON IN BENTON-FRANKLIN
COUNTIES JUVENILE COURT DIVISION
BFJC1212MSP003A**

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between Mary S Poland attorney at law, Washington State Bar Association #33599 (Attorney); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Professional Service Agreement between Attorney and the Counties, designated as BFJC1112JDP001 (corresponding to Benton County Resolution No. 10 708 and executed on November 22, 2010, and Franklin County Resolution No. 2010 366 and executed on December 1, 2010), hereinafter referred to as the "Existing PSA", and Personal Service Agreement Amendment # 2 designated as BFJC1212MSP001A (corresponding to Benton County Resolution No. 11-770 and executed on December 6, 2011, and Franklin County Resolution No. 2011-429 and executed on December 14, 2011), and notwithstanding any previous amendments, the parties agree **Section 7, Number of Appointments** and **Section 11.a., Compensation**, of said Existing PSA shall be amended by being replaced with the following:

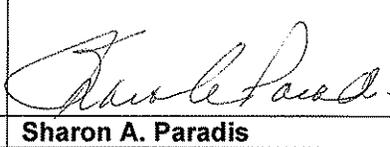
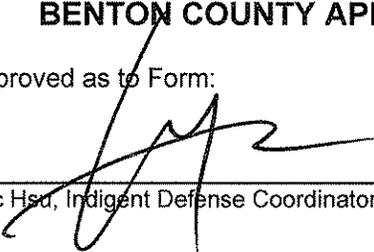
7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons in Civil Proceedings up to a floating caseload maximum of **70 open cases** pending at any given time. Truancy Board representation, being separately compensated, shall not count toward this maximum caseload. For the period of time commencing January 1, 2012 and ending December 31, 2012 only, Attorney shall accept additional cases amounting to **15 additional open cases** at any given time, for a total of **85 open cases** at any given time.

11. **COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$4,257.52** (proratable for any partial month), payable on the last business day of the month, for the year 2012. Furthermore, for the period of time commencing January 1, 2012 and ending December 31, 2012 only, Attorney shall be compensated with the additional sum of **\$1,324.03** for handling an additional 15 open cases at any given time, for a total monthly compensation of **\$5,581.55**. This additional monthly compensation for January 1 – December 31, 2012, of **\$1,324.03**, shall not be considered for purposes of calculating Attorney's compensation for year 2013.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney	Benton-Franklin Counties Juvenile Justice Center
	
Mary S Poland Date: 6/18/12	Sharon A. Paradis Date: 6/18/2012
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p>  <p>Eric Hsu, Indigent Defense Coordinator Date: 6/18/12</p> <p>By: _____ Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>By: _____ Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA xx
MEETING DATE: B/C 06-26-12 F/C 07-11-12	Executive Contract XX	PUBLIC HEARING
SUBJECT: Independent Clinic Facilitator Ernie Chapin	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Toni Lehman	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

Ernie Chapin is a well-known community leader and educator in the Tri-Cities area. He has worked with At Risk Youth and conducted numerous behavioral modification clinics, workshops and classes for various school districts and most recently for the Benton-Franklin Counties Juvenile Justice Center. Mr. Chapin will conduct workshops, clinics and/or classes for the Diversion, Drug Court and Truancy programs.

SUMMARY

Mr. Chapin will conduct classes, clinics and/or workshops for the Diversion, Truancy and Juvenile Drug Court programs.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

FISCAL IMPACT

The compensation rate is included in fee for service monies from the State of Washington BECCA fund. Amount not to exceed \$10,000.00 to be paid out of Current Expense Dept. 173 Truancy Budget and Dept. 171 Operations Budget. No supplement needed.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

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 ERNIE CHAPIN A PERSONAL SERVICES CONTRACT FOR PROVIDING CLASSES, CLINICS, AND/OR WORKSHOPS FOR YOUTH IN THE DIVERSION, TRUANCY AND/OR JUVENILE DRUG COURT PROGRAMS.

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

WHEREAS, Benton and Franklin Counties Juvenile Justice Center had a contract with Ernie Chapin to work with At Risk Youth and conduct numerous behavior modification classes, clinics, and/or workshops for 2011 via Benton County Resolution 11 346 and Franklin County Resolution 2011 194; and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Ernie Chapin and Benton-Franklin Counties Juvenile Justice Center be approved. **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 concurs with the Administrator's recommendation and hereby awards the personal service contract to Ernie Chapin in an amount not to exceed \$10,000.00, and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences on July 1, 2012 and expired on June 30, 2013.

DATED this 26th day of June 2012

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

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

ATTEST:

Clerk of the Board

DATED this 11th day of July 2012

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

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

ATTEST:

Clerk of the Board

**BENTON-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 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 Ernie Chapin with his principal office at 175 Paradise Drive, Burbank, Washington, 99323, (hereinafter "CONTRACTOR").

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 July 1, 2012, and shall expire on June 30, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Classes, Clinics and/or Workshops for youth in the Diversion, Truancy, and/or Juvenile Drug Court programs.
- b. Training to BFJJC staff and volunteers regarding working with At-Risk youth.
- c. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the intervention. To assist in supervision of the youth, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.
- d. The Contractor shall meet monthly with the Counties' Intervention Services Manager or designee for program review.
- e. 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.

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 6/26/12 F/C 07/11/12	NEEDED	
SUBJECT: Resolution Authorization of Agreement with Pasco School Probation Liaison Program at Chiawana High School	Executive Contract <u>xx</u>	
	Pass Resolution <u>xx</u>	
	Pass Ordinance	
Prepared By: Toni Lehman	Pass Motion	
Reviewed By: Sharon Paradis	Other	

BACKGROUND INFORMATION

The Chiawana High School/Probation Liaison Project places a probation counselor at Chiawana High School to teach Aggression Replacement Training and to work with those youth at the school who are on probation has been in place since 2000. Research indicates this program is making substantial, positive changes in the lives of the youth it serves. In years past funding was received from the Department of Social Health Services, Office of Juvenile Justice to sustain this program. Beginning with the 2005 2006 school year to continue this community vital program, the Pasco School District agreed to compensate the Counties for the contract.

SUMMARY

The Pasco School District would like to continue to program for the period beginning on July 1, 2012 and ending on June 30, 2013.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract with the Pasco School District to continue probation services and intervention services to youth located at Chiawana High School.

FISCAL IMPACT

Pasco School District has agreed to compensate the Counties for a maximum amount not to exceed \$38,100.00, which is one-half the cost to the Counties of employing a Probation Counselor to provide the Probation Liaison Project services as set forth in the contract's Statement of Work. The Fee For Service is included in the Juvenile Justice Dept. 173 Budget. No supplement required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Pasco School District to provide a probation counselor in Chiawana High School.

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 THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN CHIAWANA HIGH SCHOOL, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed School/Juvenile Liaison Program Agreement between the Juvenile Court and the Pasco School District be approved. The School/Juvenile Probation Liaison Program is a delinquency prevention and intervention program designed to provide research-based programs at Chiawana High school. The amount of the agreement is one-half to the Counties of employing the Probation Counselor. **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 board concurs with the Administrator's recommendation and hereby awards the School/Juvenile Probation Liaison Program Agreement between Pasco High School and the Juvenile Justice Center in an amount payable to the Counties not to exceed Thirty-Eight Thousand and One Hundred Dollars (\$38,100.00).; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commenced July 1, 2012 and expired on June 30, 2013,

DATED this day 26th of June 2012

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this 11th day of July 2012

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

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 Spinner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND PASCO SCHOOL DISTRICT

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC"), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as the "Counties"), and Pasco School District, with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter referred to as the "District").

RECITALS

- A. The Counties and the District have implemented a School/Juvenile Probation Liaison Program and desire to continue such a program (the "Program") to serve the population identified in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference; and
- B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

- 1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.
- 1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 6/26/12 F/C 07/11/12	NEEDED	
SUBJECT: Resolution Authorization of Agreement with Pasco School Probation Liaison Program at Pasco High School	Executive Contract <u>xx</u>	
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	
Reviewed By: Sharon Paradis	Pass Ordinance	
	Pass Motion	
	Other	

BACKGROUND INFORMATION

The Pasco High School/Probation Liaison Project places a probation counselor at Pasco High School to teach Aggression Replacement Training and to work with those youth at the school who are on probation has been in place since 2000. Research indicates this program is making substantial, positive changes in the lives of the youth it serves. In years past funding was received from the Department of Social Health Services, Office of Juvenile Justice to sustain this program. Beginning with the 2005 2006 school year to continue this community vital program, the Pasco School District agreed to compensate the Counties for the contract.

SUMMARY

The Pasco School District would like to continue to program for the period beginning on July 1, 2012 and ending on June 30, 2013.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract with the Pasco School District to continue probation services and intervention services to youth located at Pasco High School.

FISCAL IMPACT

Pasco School District has agreed to compensate the Counties for a maximum amount not to exceed \$38,100.00, which is one-half the cost to the Counties of employing a Probation Counselor to provide the Probation Liaison Project services as set forth in the contract's Statement of Work. The Fee For Service is included in the Juvenile Justice Dept. 173 Budget. No supplement required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Pasco School District to provide a probation counselor in Pasco High School.

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 THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN PASCO HIGH SCHOOL, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed School/Juvenile Liaison Program Agreement between the Juvenile Court and the Pasco School District be approved. The School/Juvenile Probation Liaison Program is a delinquency prevention and intervention program designed to provide research-based programs at Pasco High school. The amount of the agreement is one-half to the Counties of employing the Probation Counselor. **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 board concurs with the Administrator's recommendation and hereby awards the School/Juvenile Probation Liaison Program Agreement between Pasco High School and the Juvenile Justice Center in an amount payable to the Counties not to exceed Thirty-Eight Thousand and One Hundred Dollars (\$38,100.00).; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commenced July 1, 2012 and expired on June 30, 2013,

DATED this day 26th of June 2012

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this 11th day of July 2012

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND PASCO SCHOOL DISTRICT

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC"), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as the "Counties"), and Pasco School District, with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter referred to as the "District").

RECITALS

- A. The Counties and the District have implemented a School/Juvenile Probation Liaison Program and desire to continue such a program (the "Program") to serve the population identified in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference; and
- B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

- 1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.
- 1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA xx
MEETING DATE: B/C 06-26-12 F/C 07-11-12	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Contract with The Personal Touch Cleaning, Inc. for janitorial services of the Benton-Franklin Counties Juvenile Justice Center	Pass Resolution <u>xx</u>	
	Pass Ordinance	1st DISCUSSION
	Pass Motion	
	Other	
Prepared By: Toni Lehman		2nd DISCUSSION
Reviewed By: Sharon A. Paradis		OTHER

BACKGROUND INFORMATION

Tri-Cities Maintenance & Janitorial II had been providing custodial services to the Benton-Franklin Counties Juvenile Justice Center since June 2006. A Notice of Termination is set to be signed by the Benton County and Franklin County Commissioners. The Personal Touch has accepted the offer to provide janitorial services to the Benton-Franklin Counties Juvenile Justice Center. The Personal Touch Inc. will begin providing services following the termination of Tri-Cities Maintenance & Janitorial II.

SUMMARY

The Personal Touch, Inc. is a locally owned and operated company. By contracting for the janitorial services from The Personal Touch, Inc. rather than hiring a part-time employee to provide cleaning services we have had more consistent and cost-effective professional cleaning services for the Benton-Franklin Juvenile Justice Center.

RECOMMENDATION

I recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Public Works Contract between The Personal Touch Cleaning Inc. and Benton-Franklin Juvenile Justice Center for services for the term to commence 15 days following the date last executed by the Counties through June 30, 2013.

FISCAL IMPACT

The amount is not to exceed \$39,500.00 excluding W.S.S.T. to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental needed.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the public works contract with The Personal Touch Cleaning, Inc.

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 PERSONAL TOUCH CLEANING, INC. A PUBLIC WORKS CONTRACT FOR JANITORIAL SERVICES OF THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, per resolution 11-402, any public works services or materials involving less than \$40,000.00, advertisement and competitive bidding may be dispensed and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners and Board of Franklin County Commissioners; and

WHEREAS, the following proposals were solicited from contractors

- Del Sol, Inc., Kennewick, WA - \$35,046.44 excluding WSST
- The Personal Touch Cleaning, Inc., Kennewick, WA - \$36,037.20 excluding WSST
- Intermountain Cleaning Service, Inc., Richland, WA - \$32,292.70 plus \$0.13 per square foot for carpet cleaning and \$0.25 per square foot for strip and wax (approximately \$36,646.70) excluding WSST
- A Plus Janitorial, Inc., Pasco, WA - \$39,104.00 the . \$0.13 per square foot for carpet cleaning excluding WSST
- ABM, Richland, WA - \$39,351.96 excluding WSST
- Attention to Detail, Richland, WA - \$40,940.00 excluding WSST
- Property Care Inc. ,Richland, WA - \$44,870.00 excluding WSST
- Service Master Clean, Kennewick, WA - \$45,370.00 excluding WSST
- Dura-Shine Clean, Pasco, WA - \$46,300.00 plus \$0.18 square foot for carpet cleaning excluding WSST

WHEREAS, the Benton Franklin Counties Juvenile Justice Center Administrator reviewed the proposals, based on RCW 39.04.350 Bidder Responsibility Criteria and the criteria's associated with RCW 43.19.1911 and recommends The Personal Touch Cleaning, Inc. for a proposal amount of \$36,037.20 excluding WSST, **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 Board concurs with the Juvenile Administrator's recommendation and hereby awards The Personal Touch Cleaning, Inc. the Public Works Contract for janitorial services of the Benton-Franklin Counties Juvenile Justice Center for a total contract amount not to exceed \$39,500.00 excluding W.S.S.T annually; and

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

BE IT FURTHER RESOLVED the term of the attached contract commences 15 days following the last day executed by the Counties and shall expired on June 30, 2013.

DATED this 26th day of June 2012
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 11th day of July 2012
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

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	EXECUTIVE CONTRACT 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 06-26-2012 F/C 07-11-2012				
SUBJECT: Termination of Personal Services Contract with Tri-Cities Maintenance and Janitorial II				
Prepared By:	Toni Lehman			
Reviewed By:	Sharon A. Paradis			

BACKGROUND INFORMATION

Attached for board review and approval is the Notice of Termination of Personal Service Contract with Tri-Cities Maintenance & Janitorial II.

SUMMARY

In accordance with Section 9.A of the Contract. The Benton-Franklin Counties Juvenile Justice Center has elected to terminate the contract on July 31, 2012.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Personal Services Contract, as written.

FISCAL IMPACT

The agreement is being terminated in which no fiscal impact is present.

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 Notice of Termination of Personal Services Contract.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF TERMINATING THE PERSONAL SERVICES CONTRACT WITH TRI-
CITIES MAINTENANCE AND JANITORIAL II FOR AN UNRESOLVED, SUBSTANTIVE,
BREACH OF THE CONTRACT.

WHEREAS, Benton & Franklin Counties (“Counties”) contracted with Tri-Cities Maintenance & Janitorial II
 (“Contractor”) to provide janitorial services at the Benton-Franklin Counties Juvenile Justice Center.

WHEREAS, The COUNTIES believe it is in their best interest to terminate the contract pursuant to Section 9.

NOW THEREFORE, BE IT RESOLVED THAT the contract with Tri-Cities Maintenance & Janitorial II
be terminated as presented. Be it further resolved that the Chairman of each Board be authorized to sign the
said termination letter on behalf of the entire Board.

BE IT FUTHER RESOLVED THAT the termination will be effective July 31, 2012.

Dated this 26th day of June, 2012

Dated this 11th day of July, 2012

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:
Clerk of the Board

Attest:
Clerk of the Board

BOARDS OF COMMISSIONERS

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

BENTON COUNTY
P.O. Box 190
Prosser, WA 99350-0190
(509) 786-5600

FRANKLIN COUNTY
1016 North Fourth Avenue
Pasco, WA, 99301-3706
(509) 545-3535

Brad Peck
District 1
Robert Koch
District 2
Rick Miller
District 3

Bruce Williams
Tri-Cities Maintenance & Janitorial II
PO Box 2465
Pasco, WA 99302

Re: Notice of Termination of Personal Services Contract

Dear Mr. Williams:

This is notice by Benton County and Franklin County of the termination of the Personal Services Contract for janitorial services at the Benton-Franklin Counties Juvenile Justice Center signed by you on December 1, 2009 and by the Board of Benton County Commissioners and the Board of Franklin County Commissioners on December 14, 2009 and December 21, 2009, respectively. The above referenced Personal Services Contract is hereby terminated effective July 31, 2012 in accordance with Section 9 A. of the Agreement.

DATED this 26th day of June 2012.

DATED this 11th day of July 2012

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 06-26-12 F/C 07-11-12	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Personal Services Contract between BFJJC and Community Health Clinics Inc. DBA Terry Reilly-Sane Solutions	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

Community Health Clinics, Inc., dba, Terry Reilly Health Services, has been providing the following services for a number of years in Ada and Canyon Counties of the State of Idaho: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client.

SUMMARY

We have an adjudicated youth that is currently residing with his grandparents in Caldwell Idaho. Under the terms of his probation, he is required to undergo SSODA treatment for a period of 24 months. The attached contract shall begin upon execution by the Counties and shall expire on December 31, 2015 which runs with the term of the youth's probation.

RECOMMENDATION

I recommend that both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Community Health Clinics, Inc., DBA, Terry Reilly Health Services.

FISCAL IMPACT

These services are paid for from state funds under the SSODA treatment program. Amount not to exceed \$10,000.00 to be paid out of the Juvenile Justice Center Department 174 budget. No supplement 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 the personal services contract with Community Health Clinics, Inc., DBA Terry Reilly Health Services to provide sex offender treatment as outlined above.

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 COMMUNITY HEALTH CLINICS, INC., DBA TERRY REILLY-SANE SOLUTIONS A PERSONAL SERVICES CONTRACT TO PROVIDE SERVICES AND TREATMENT TO FIRST-TIME ADJUDICATED SEX OFFENDERS

WHEREAS, Benton-Franklin Counties Juvenile Justice Center had a contract with Community Health Clinics Inc. DBA Terry Reilly-Sane Solutions for services and treatment to first-time adjudicated Sex Offenders from September 1, 2007 through September 30, 2009 via Benton County Resolution 07-857 and Franklin County Resolution 2007 652;

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center Administrator recommended entering into a contract with Community Health Clinics, DBA Terry Reilly-Sane Solutions in order to provide treatment services to first time adjudicated sex offenders; **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 board concurs with the Benton-Franklin Counties Juvenile Justice Center Administrator's recommendation and hereby awards the personal service contract to Community Health Clinics, Inc. DBA Terry Reilly-Sane Solutions in an amount not to exceed \$10,000.00; and

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

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

DATED this 26th day of June 2012
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 11th day of July 2012
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

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-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 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 Community Health Clinics, Inc, dba Terry Reilly-Sane Solutions with its principal offices at PO Box 9, Nampa, ID, 83653 (hereinafter "CONTRACTOR").

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 immediately 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.

2. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Pursuant to RCW 13.40.160, the Contractor shall provide the following services for first-time, adjudicated sex offenders:
 1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall include:
 - a. Respondent's version of the facts;
 - b. Official version of the facts;
 - c. Respondent's offense history;
 - d. Assessment of problems in addition to the alleged deviant behaviors;
 - e. Respondent's social, educational, and employment situation;
 - f. Other evaluation measures used; and

**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: **June 19, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

OPD provides public defense services to defendants charged with felony offenses who appear on the Superior Court preliminary appearance docket. On Monday, Tuesday, and Friday, this representation is provided using Staff Attorneys and the Indigent Defense Coordinator. On May 14 and May 15, 2012, because of staff shortage (there is one vacant Staff Attorney position), scheduled vacation, and court scheduling conflicts, OPD was unable to utilize staff in providing this service and needed to contract with attorney Peyman Younesi to do so instead. It is appropriate to compensate attorney Younesi in the amount of \$150 per docket, which is the equivalent amount that OPD compensates District Court attorneys for appearing on the District Court arraignment docket (very similar to the preliminary appearance docket).

SUMMARY

Attorney Younesi provided coverage for OPD Staff Attorneys for two preliminary appearance dockets. It is appropriate to compensate him in the amount of \$150 per docket for a total of \$300.

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

No fiscal impact. No additional funding to be requested or needed.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY PEYMAN YOUNESI FOR TWO OCCASIONS WHEN HE SUBSTITUTED IN FOR OPD STAFF ATTORNEYS FOR PURPOSES OF REPRESENTING DEFENDANTS AT SUPERIOR COURT PRELIMINARY APPEARANCE DOCKETS.

WHEREAS, Benton County is legally mandated to provide indigent defense services to defendants in Superior Court; and

WHEREAS, as a result of Criminal Rule 3.1, which states, in relevant part, that representation is to be provided at the “earliest stage possible” OPD has been providing representation to all defendants at Superior Court preliminary appearance dockets; and

WHEREAS, to save costs, instead of contracting with attorneys to provide this service it has been provided using OPD Staff Attorneys and/or the Indigent Defense Coordinator (as additional duties); and

WHEREAS, because of pre-arranged vacations, court scheduling conflicts and one OPD Staff Attorney vacancy it was necessary to ask contract attorney Peyman Younesi to substitute for OPD Staff Attorneys in providing representation at the Superior Court preliminary appearance dockets on May 14 and May 15, 2012; and

WHEREAS, OPD compensates contract attorneys in the amount of \$150 per docket for relatively equivalent duties during District Court arraignment dockets;

NOW THEREFORE, BE IT RESOLVED THAT contract attorney Peyman Younesi be compensated in the amount of \$150 for each preliminary appearance docket; **NOW THEREFORE**

BE IT FURTHER RESOLVED where contract attorney Peyman Younesi provided defense services, substituting in for OPD Staff Attorneys and/or the Indigent Defense Coordinator to provide coverage for pre-arranged vacations and court scheduling conflicts, for a total of \$300.

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

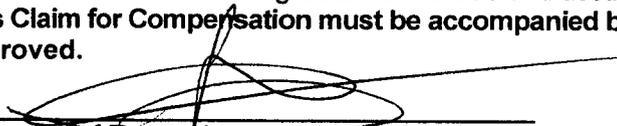
cc: Originals – OPD, Peyman Younesi
Copy – BC Auditor,

Proposed by Eric Hsu, OPD

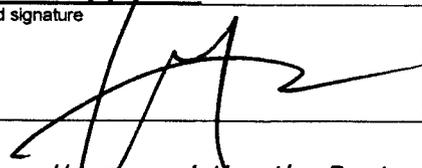
UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

Attorney of Record PEYMAN YOUNESI		Contract No. (please contact us if you do not have a contract no. – this is required)	
Case Name (if applicable) STAND IN FOR OPD		Court: <input checked="" type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile	Case Number (if applicable) Sealed
Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour <input checked="" type="checkbox"/> Approved compensation for over cap ARRAINMENTS: 5.14.12 & 5.15.12 <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket	Maximum authorized amount for case or contract (if applicable)		
	Amounts previously paid out of maximum (if applicable)		
	Amount being requested in this Claim for Compensation \$300 -		

I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:
 - pursuant to the terms of the contract referenced above, I am entitled to the amount of compensation claimed above;
 - the attached detailed billing statement is true and accurate to the best of my knowledge;
This Claim for Compensation must be accompanied by a detailed itemized statement in order for payment to be approved.


5/26/12
 Attorney of Record Date

To the Benton or Franklin County Auditor – You are hereby requested to disburse the amount stated in the shaded box below directly to the attorney of record identified above.

OPD/JJC Approval		Amount:	
Authorized signature 	Date 6/15/12	\$300.00	

Upon conviction the Benton County Clerk may assess these costs directly upon defendant

Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

Invoice

Younesi Law Office

1030 N Center Parkway
Kennewick - WA 99336

Invoice No: 11
Date: 25 May 2012

Phone : 509.366.8358
Cell: 509.205.0511
Fax: 800.521.8755

Bill To:

OPD -150
Office Of Public Defense
Benton County Justice Center
Kennewick - WA 99336

Code	Description	Quantity	Rate	Amount
	Superior Court Arraignment	2.00	\$150.00	\$300.00

Dates: 5.14.12 / 5.15.12

Total	\$300.00
Paid	\$0.00
Balance Due	\$300.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>PARKS</u>
Meeting Date: 6/26/2012	Execute Contract _____	Consent Agenda _____ X
Subject: Blanket Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 2012-011 dated January 10, 2012 the Board of Benton County Commissioners entered into a contract with R. W. Cox Drilling, LLP Pump Division for “as needed” plumbing & pipefitting, electrical & welding services for all Benton County locations.

One of the services Benton County utilized R.W. Cox Drilling for was to install the suction pump into the Yakima River at Horn Rapids Park in the spring in order to irrigate the park in the summer and then remove the pump from the river in the fall.

R. W. Cox Drilling went out of business earlier this year and with the weather getting warm, it was crucial that the pump get installed in the river.

The Park Ranger solicited Irrigation Specialists, Pasco, WA to see if this was a service they were able to perform and they provided a proposal in the amount of \$1,175.00 plus WSST and indicated their schedule allowed them to perform the service immediately.

Due to the importance of getting this pump in the river, the Community Development Coordinator recommended Irrigation Specialists install the pump immediately and begin the process to put a blanket contract in place for the removal of the pump and for any other “as needed” services Irrigation Specialists is qualified to perform for a contract not to exceed \$25,000 including WSST with a contract term expiring December 31, 2013.

RECOMMENDATION

Approve the attached Resolution and contract and enter into a blanket contract for “as needed” installation and repair services the Contractor is qualified to perform for all Benton County locations; with said contract terminating on December 31, 2013.

FISCAL IMPACT

- Amount not to exceed \$25,000 to be paid out of Current Expense (0000-101) from each individual department who may utilize this contract, including but not limited to: Facilities, Animal Control, Jail, Fairgrounds, Parks and Road Department.
- No supplement required.

MOTION

Move to approve the contract between Benton County and Irrigation Specialists for “as needed” plumbing & pipefitting, electrical, pump installation and/or repair, welding & fabrication and any other services they are qualified to perform for all Benton County locations for a contract amount not to exceed \$25,000 and authorize the Chairman of the Board to sign said contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT WITH IRRIGATION SPECIALISTS FOR "AS NEEDED" PLUMBING & PIPEFITTING, ELECTRICAL, PUMP INSTALLATION AND/OR REPAIR, AND WELDING & FABRICATION AT ALL BENTON COUNTY LOCATIONS AND AUTHORIZING PAYMENT TO IRRIGATION SPECIALISTS FOR SERVICES PERFORMED ON MAY 15, 2012 (INVOICE #1036893-01)

WHEREAS, per resolution 2012-056, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, as per Resolution 2012-011 dated January 10, 2012 the Board of Benton County Commissioners entered into a contract with R. W. Cox Drilling, LLP Pump Division for "as needed" plumbing & pipefitting, electrical & welding services for all Benton County locations; and

WHEREAS, one of the services Benton County utilized R.W. Cox Drilling for was to install the suction pump into the Yakima River at Horn Rapids Park in the spring in order to irrigate the park in the summer and then remove the pump from the river in the fall; and

WHEREAS, R. W. Cox Drilling went out of business earlier this year and with the weather getting warm, it was crucial that the pump get installed in the river; and

WHEREAS, the Park Ranger solicited Irrigation Specialists, Pasco, WA – Contractors License IRRIGSI1981LP Construction Contractor and/or IRRIGSI1981NA Electrical Contractor to see if this was a service they were able to perform; and

WHEREAS, they provided a proposal in the amount of \$1,175.00 plus WSST and their schedule allowed them to perform the service immediately; and

WHEREAS, due to the importance of getting this pump in the river, the Community Development Coordinator recommended Irrigation Specialists install the pump immediately and begin the process to put a blanket contract in place for the removal of the pump and for any other "as needed" services Irrigation Specialists is qualified to perform for a contract not to exceed \$25,000 including WSST and a contract term expiring December 31, 2013; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the payment in the amount of \$1,175.00 plus WSST to be paid to Irrigation Specialists for the installation of the suction pump located at Horn Rapids Park; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners concurs with the recommendation to enter into a blanket Contract with Irrigation Specialists for "as needed" plumbing & pipefitting, electrical, pump installation and/or repair, welding & fabrication and any other services they are qualified to perform at all Benton County locations for a contract amount not to exceed \$25,000 including WSST; and

BE IT RESOLVED the Board hereby authorizes the Chairman to sign the blanket contract attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract shall terminate December 31, 2013.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of Benton 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 **IRRIGATION SPECIALISTS**, with its principal offices at 2410 N. 4th Ave., 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 documents:

- a. Exhibit A - Contractors Hourly Rate Sheet
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of all parties and shall expire on December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide "as needed" repairs and/or installation services they are qualified to perform at all Benton County locations in accordance with the CONTRACTORS price rates attached hereto as Exhibit "A", including but not limited to, plumbing & pipefitting, electrical, pump installation and/or repair, welding & fabrication, setting of the pump suction in the Yakima River in the spring and removal of the pump suction from the Yakima River in the fall located at Two Rivers Park. 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

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	
Meeting Date: 26 Jun 2012 Subject: Badger Easement Memo Date: 19 Jun 2012 Prepared By: AJF Reviewed By: AJF / RKB	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

If approved by both parties, this item will do two major things: Grant the City of Richland a utility easement at the west end of the Badger Mountain Centennial Preserve, and obligate the City (through their customer and the customer’s contractor) to complete a list of improvements at and around the work site in exchange for the easement.

BACKGROUND

This is the third separate time over the past few years that the County has been approached about the possibility of a reservoir being placed along the western ridgeline of Badger Mountain to help support residential development in the area. On the first two occasions, the concepts were of smaller reservoirs placed *within the park*, at or just uphill of the existing parking lot. These proposals did not go far.

In December 2011, the City of Richland informed County staff that they were going to build a one million-gallon reservoir adjacent to the County Preserve property on land currently owned by Mr. Jim Sterling that would then be deeded to the City after completion. The primary use of the water will be the new Badger Mountain South (BMS) development that is being constructed to the south of the orchard near I-82, and BMS is the primary financier of the project. The City then requested a new utility and access easement be granted to the City by the County for the infrastructure described below.

DESCRIPTION

The reservoir is being constructed immediately adjacent to the Preserve. The preferred option is to connect the reservoir to the new main water line being constructed along Dallas Road with piping that would be placed beneath the existing driveway (PR 210) for a total distance of about 1700 linear feet. Three items would be placed side-by-side: the water connection line, an emergency drain line, and a conduit to remain empty but available for a possible future use. The lines would be trenched-in, at a depth of about 4 feet. The driveway is already available for utility access use and would remain so. At a minimum, the City (through BMS) would be required to restore the driveway to its original condition and generally cleanup and restore the County property impacted during the construction process.

PROCESS

In January, a long discussion of this project ensued among and between the involved parties and a number of affected third parties. County staff did a comprehensive research of the entire Badger Mountain property to assemble a catalogue of all easements and rights-of-way, and their relationships to the property and to one another. Staff worked with the City and specifics of the easement, with the third parties described below, and with the proponent, Badger Mountain South on the package of improvements also described below.

In early June, all parties were in agreement on the terms of the easement agreement, the specifics of the improvements, and the schedule going forward. The Benton County Prosecutor approved the agreement to form, and Chief Civil Deputy Brown should be thanked for the time he put in on developing the agreement. As of this memo, the agreement was set to go to Richland City Council for approval on the evening of June 19, and it is assumed that vote was in the affirmative. Benton County will be the last party to address the issue.

CONSIDERATION

This project brings to the fore, something that staff has talked about a few times in the past few years. That is, what is the fair compensation that the County should seek when it concedes easements, rights-of-way, franchises, et cetera; when the proponent seeking those concessions stands to benefit nicely from them? It was the opinion of County Parks and Prosecutor staff, and shared by the Park Board and the Friends of Badger, that if the City of BMS were going to tear-up the Westgate area of the Preserve and run a line through the County property to service a multi-million dollar project, the park should benefit, especially since a lot of those new residents are going to be impacting the park with their use of it.

Staff worked with BMS on the following package of restorations and improvements. The City concurs:

- Complete repair of the previously improved section of the driveway *below* the gate (about 600 feet). This includes a new top-coat of gravel, watered and compacted to standards.
- Upgrade of the previously unimproved section of the driveway *above* the gate (about 1100 feet). This includes a simple top-coat of gravel, watered and compacted; plus restoration of the shoulders and narrowing of the driveway to 15 feet in width.
- Expansion and improvement of the parallel parking section of the lower driveway, a distance of about 200 feet. This will be the same as the rest of the improved driveway, just a wider section.
- Tapping of the main water line and extension of a 1-inch line to an agreed location near the kiosk and trailhead, then installation of a high-quality drinking fountain at this location. The water service will be metered, and **will be paid for by the City of Richland.**
- Top-coating (fresh compacted gravel) of the existing parking area, which is still in good shape but a bit worn after several years of use.
- Expansion of the parking area to the west, and creation of a new ingress/egress. The new area will be built to standards – graded, graveled, watered, and compacted accordingly. The reshaping of the lot should provide for better access, especially for horse trailers. The area surface will increase by about 30%.

AGREEMENT

The finalized agreement grants the easement to the City of Richland, and stipulates that the improvements outlined above be completed within 60 days. Improvements made at Westgate will be done in accordance with prevailing wage mandates.

THIRD PARTIES

As part of the development process, staff ran this proposal and agreement by a number of other parties to gauge their concurrence and concerns...

- Benton County Park Board – The Park Board was apprised of the progress of this project throughout and endorses the easement agreement. The Board believes the improvements package is fair, quality consideration for the County.
- Energy Facility Site Evaluation Council – The County’s original agreement with EFSEC in 2005 for purchase of the Preserve property stipulates that we must go back to EFSEC for concurrence on actions that could reasonably be interpreted as not consistent with the intent of the Preserve (recreation, preservation, etc). Staff believed that granting this easement could be seen as falling into such a category, so we sought EFSEC’s concurrence on matter and we received such concurrence from their Council.
- Friends of Badger Mountain – Friends supports granting of the easement and also believes that the improvements package is good for the park.
- The Orchard – Our neighbor on two sides has been consulted about the easement and has no issues with the proposal. In fact, the orchard owner must also grant a small easement as part of this process, and the City is also giving them a water connection as a part of the project.
- Other Easement Holders – Staff identified two other parties that have existing easements that intersect with the proposed easement. Both parties were consulted and neither had any opposition to the granting of a new easement.

FISCAL IMPACT

This project has significant monetary value. We do not know exactly what that number is yet, and are asking the proponent and contractor to track it. County staff roughly estimates the value of the improvements at somewhere around \$30,000. We know that the drinking fountain alone is a \$3500 item. These are not costs to the County, but we will account for them as donated material and services in our records.

There are some additional finishing improvements that the Parks Department will make at its expense (paid from the Park Development Fund). These include new/refurbished signage, some separation bumpers between the driveway and parallel parking area, and replacement of moved or damaged traffic barriers. These improvements should total around \$2,500. We did not ask for these improvements as part of the consideration, as we like to do these things ourselves.

ATTACHMENTS

- Easement agreement document
- Draft resolution

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE GRANTING OF A NEW UTILITY EASEMENT AT THE
BADGER MOUNTAIN CENTENNIAL PRESERVE

WHEREAS, the City of Richland is experiencing growth and new development in the southern part of the city, south of Badger Mountain; and,

WHEREAS, the new developments are to be served by upgraded and expanded utilities in the city, including a new water reservoir on the west ridgeline of Badger Mountain adjacent to Benton County's park in said vicinity – the Badger Mountain Centennial Preserve (Preserve); and,

WHEREAS, the easiest and least impactful way to connect the new reservoir with water conveyance infrastructure is via new connections that would traverse the Preserve, and for such improvements the City would require that a new utility easement be granted by Benton County; and,

WHEREAS, Benton County and the City of Richland have agreed to terms for the granting of a new utility easement on the west side of Badger Mountain Centennial Preserve, inclusive of the granting of the easement and of a schedule of improvements to be made inside the Preserve that will be the City's responsibility; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners approves granting of the new utility easement to the City of Richland at the Badger Mountain Centennial Preserve and the associated improvement responsibilities at the Preserve, as described and provided for in the instrument titled "Agreement and Easement for Water Lines".

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Parks, Park Board, City of Richland Public Works Department

Prepared by: A.J. Fyall

AGREEMENT AND EASEMENT FOR WATER LINES

THIS AGREEMENT between Benton County (hereafter "Grantor") and the City of Richland, Washington, a municipal corporation (hereafter "Grantee") is made as of the date executed by all parties hereto.

In consideration of the performance by Grantee of the obligations, covenants, terms and conditions set forth herein, Grantor hereby conveys to Grantee the following easement:

A nonexclusive perpetual easement across, along, in, upon and under Grantor's property described on Exhibit A attached hereto and by this reference made a part hereof, for the purpose of constructing, installing, maintaining, repairing, and operating two underground water pipelines, each not exceeding twenty (20) inches in diameter, and a plastic conduit not exceeding two (2) inches in diameter, together with a nonexclusive right of ingress and egress using the property described on Exhibit A for the foregoing purposes and in support of a one million gallon potable water reservoir that Grantee is constructing on nearby property; provided, however, Grantee is not authorized hereunder to utilize said two inch conduit for any purpose without the prior written consent of the Board of Benton County Commissioners.

Unless the context clearly indicates otherwise, the terms "easement" and "easement area" in this instrument refer to the easement upon the property described in Exhibit A. This easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. *Costs of Construction and Maintenance.* Grantee shall bear and promptly pay or cause a third party to pay all costs and expenses of construction and maintenance of Grantee's water lines and plastic conduit in the easement area.

2. *Specifications.* Grantee shall construct or have constructed in the easement area one pressurized waterline to transport potable water to and from the nearby reservoir that will have an operating pressure of less than fifty pounds per square inch and a second waterline that will not be pressurized and used only to convey water during emergency overflows of the reservoir or to drain the reservoir for periodic maintenance. If

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 6/26/12 Subject: Employee of the Month 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

Approval of Employee of the Month for July 2012.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for July 2012.

FISCAL IMPACT

No fiscal impact.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 6/26/12 Subject: Line Item Transfer Prepared by: <u>M. Wenner</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

BACKGROUND INFORMATION

Please see attachment A.

SUMMARY

Please see attachment A.

RECOMMENDATION

Request the resolution be signed.

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 INSURANCE MANAGEMENT FUND NUMBER 0504101, 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, K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 000

Fund Name: Insurance Management Fund Nbr: 0504101

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
514.720	4131	Security	\$7,065	514.720	3501	Small Equipment	\$7,065
TOTAL			\$7,065	TOTAL			\$7,065

Explanation:
 Transfer from security line item into small equipment for video surveillance monitoring equipment for the Justice Center per Resolution 2012-264.

Prepared by: Melina Wenner Date: 21-Jun-2012

Approved Denied Date: _____

 Chairman

 Member

 Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 6/26/2012 Subject: J & Contract Amendment Prepared by: M. Wenner Reviewed by: K. Mercer	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Per Resolution 11-809, Benton County entered into a contract with J & J Security and Transport, Inc. for security services for the Benton County Superior Court domestic docket at the Benton County Courthouse from January 1, 2012 through December 31, 2014. There is now a need for security services for the Superior Court LFO (Legal Financial Obligation) docket at the Benton County Justice Center.

Therefore, the contract with J & J Security and Transport, Inc. is being amended to include the LFO docket. All other terms and conditions of the contract remain the same.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Chairman of the Board of Benton County Commissioners sign the Contract Amendment.

FISCAL

Approximately \$5,000 annually for services to be paid out of Superior Court Clerk’s Collection Fund (0146-101). No supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND J & J SECURITY AND TRANSPORT, INC.

WHEREAS, per Resolution 11-809 the parties entered into a contract for security services and to maintain a safe work environment for staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket for 2012-2014; and

WHEREAS, the parties wish to amend the contract terms and conditions to include security services for the Superior Court LFO (Legal Financial Obligation) dockets; and

WHEREAS, all other contract terms and conditions remain the same; **NOW, THEREFORE**

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached contract amendment between Benton County and J & J Security and Transport, Inc.

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

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this ____ day of _____, 2012 by and between Benton County, Washington hereinafter called "COUNTY" and J & J Security and Transport, Inc. hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 11-809 the parties entered into a Contract for security services and maintain a safe work environment for staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket for 2012-2014; and

WHEREAS, the parties wish to amend the contract terms and conditions to include security services for the Superior Court LFO (Legal Financial Obligation) dockets; **NOW, THEREFORE**

BE IT RESOLVED in consideration of the payments, provisions, and agreements set forth in the Contract Documents, the parties agree as follows:

1. Section 2. SERVICES TO BE PROVIDED shall be removed and replaced with the following:

The Contractor shall provide one law enforcement officer commissioned to have arrest authority at the Prosser Courthouse to perform security services and maintain a safe work environment for Benton County Courthouse staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket every Thursday at the Prosser Courthouse, 620 market Street, Prosser, WA from 8 a.m. until completion of the docket as determined by the presiding judge.

The Contractor shall provide one law enforcement officer commissioned to have arrest authority at the Benton County Justice Center to perform security services and maintain a safe work environment for the Benton County Justice Center staff and the general public that attend or are in the vicinity of the Benton County Superior Court LFO docket once a week at the Benton County Justice Center, 7122 W. Okanogan Pl., Kennewick, WA from 1 p.m. until the completion of the docket as determined by the Superior Court Clerk.

The Benton County Superior Court Clerk's Office will notify by phone the contract representative either in person or by leaving a message at (509) 308-3601 twenty-four (24) hours in advance if there is no Superior Court Domestic docket or LFO docket. If the required notice is not given, the County agrees to pay the Contractor for one hour of service.

The Contractor agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, equipment or facilities will be furnished.

The Contractor shall perform the work requested by the County and specified in this Contract according to standard law enforcement policy and practice.

The Contractor shall confer with the County from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

2. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by their duly constituted legal representatives and is effective on the last date signed.

Date: _____

Date: 6/15/12

Benton County

J & J Security and Transport, Inc.

Chairman

Alison Moore
Signature

Approved as to Form

Alison Moore
Print Name

Ryan Brown
Ryan Brown, Civil Deputy Prosecuting
Attorney

Title

x. Authorization for Risk Manager to Settle Claim CC2011-21

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/26/2012</u>	Execute Contract _____	Consent Agenda <u> x </u>
Subject: <u>CC2011-21</u>	Pass Resolution <u> x </u>	Public Hearing _____
Prepared by: <u>B.Perry</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>M.Wenner</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Claim CC2011-21 was filed against Benton County. Payment will need to be authorized by resolution. Risk Manager recommends approval of settlement for claim CC2011-21.

SUMMARY

Risk Manager recommends approval of settlement for property damage for claim CC2011-21.

RECOMMENDATION

Recommend passing resolution.

FISCAL IMPACT

\$14,000. There is no supplemental request required for this settlement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY RISK MANAGER TO SETTLE CLAIM CC2011-21

WHEREAS, The Benton County Risk Manager has reviewed the claim, along with the recommendation made by the assigned adjuster and recommends settlement; and

WHEREAS, The Board of Benton County Commissioners concur with the recommendation of the Benton County Risk Manager and finds the recommendation to be justified by the facts presented; and

WHEREAS, The Board of Benton County Commissioners finds the settlement offer in the amount of \$14,000 to be appropriate and to be paid as reimbursement to the Washington Counties Risk Pool for property damage ; **NOW, THEREFORE**,

BE IT RESOLVED, The Board of Benton County Commissioners hereby authorizes the settlement of claim CC2011-21 in the amount of \$14,000 to be paid as reimbursement to the Washington Counties Risk Pool.

Dated this _____ day of _____, 2012.

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 ROADS RE: EXTENSION OF CONTRACT FOR CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL WITH WONDRAK DISTRIBUTING, INC.

WHEREAS, by resolution 09-433 dated June 29, 2009, the Contract for the Purchase of Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., Kennewick, Washington, was executed; and

WHEREAS, Appendix A of said contract allows for renewal of the contract for one-year periods; NOW, THEREFORE,

BE IT RESOLVED that the Contract for Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., be renewed for a one-year period, from July 1, 2012 through June 30, 2013; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign a letter of agreement to renew said contract.

Dated this 26th day of June, 2012

Chairman of the Board.

Chairman Pro-Tem.

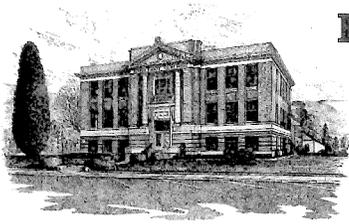
Member.

Attest: _____
Clerk of the Board

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

Orig.: Public Works

L. Moser



**Board of County Commissioners
BENTON COUNTY**

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

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

June 26, 2012

Chuck Vannoy, Fuel Manager
WONDRACK DISTRIBUTING, INC.
P O Box 2775
Kennewick, WA 99336

RE: Card Lock Service
Gasoline and Diesel Fuel

This letter is written to renew the contract with Wondrack Distributing, Inc., for Card Lock Service for Gasoline and Diesel Fuel.

Pursuant to Item 10 of Appendix A to the contract for card lock service for gasoline and diesel fuel, Benton County agrees that the contract be renewed for an additional one-year term, effective July 1, 2012 through June 30, 2013.

By signing below, Wondrack Distributing, Inc., agrees to the renewal of the agreement for one year. If this is acceptable to you, please sign and return this letter within one week.

Thank you for your consideration in this matter.

James R. Beaver, Chairman
Board of County Commissioners

FOR WONDRACK DISTRIBUTING, INC.,

Signature

Date

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF CLIPPER
WINDPOWER DEVELOPMENT COMPANY, LLC FOR A FRANCHISE FOR A
ELECTRIC TRANSMISSION SYSTEM AND ALL FACILITIES IN COUNTY ROAD
RIGHTS OF WAY,

WHEREAS, Clipper Windpower Development, LLC has applied for a franchise for a
electric transmission system and all facilities in Benton County road rights of way, NOW,
THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on
Tuesday, July 17, 2012 at 9:00 a.m., Local Time, in the Board of County Commissioners
Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington, or
also via closed circuit television at the Benton County Justice Center, Commissioners
Meeting Room, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336,

Dated this 26th day of June, 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Benton County Public Works: Steve Becken: Sue Schuetze

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF LEVEL 3
COMMUNICATIONS, LLC FOR A FRANCHISE FOR A FIBER OPTIC CABLE
SYSTEM AND ALL FACILITIES IN COUNTY ROAD RIGHTS OF WAY,

WHEREAS, Level 3 Communications, LLC has applied for a franchise for a fiber optic
cable system and all facilities in Benton County road rights of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on
Tuesday, July 17, 2012 at 9:00 a.m., Local Time, in the Board of County Commissioners
Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington, or
also via closed circuit television at the Benton County Justice Center, Commissioners
Meeting Room, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336,

Dated this 26th day of June, 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Benton County Public Works: Steve Becken: Sue Schuetze

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PAVEMENT MARKING 2012 - CE 1959 SMP

WHEREAS, it is the intention of the Board of County Commissioners to upgrade various County roads by the application of pavement markings; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for Pavement Marking 2012 - CE 1959 SMP.

Dated this 26th day of June 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: Public Works

N. Childress

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>June 26, 2012</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	_____
	<i>JA</i>	Other	<u>X</u>	Other	_____

BACKGROUND INFORMATION

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

SUMMARY

J. Gerry is a lateral deputy with the experience and education to warrant the requested increase from a grade 5A (\$4,482) to a grade 3 (\$5,129).

RECOMMENDATION

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

FISCAL IMPACT

Zero impact to Current Expense (0000-101) Dept. 121 Sheriff Patrol budget because employee is filling a position of a higher paid deputy.

MOTION

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	June 26, 2012	Execute Contract	<input checked="" type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	<u>Authorizing</u> <u>2012 Marijuana</u> <u>Eradication</u> <u>Agreement</u>	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
Prepared by:	<u>Capt. Vannoy</u>	Pass Ordinance	<input type="checkbox"/>	1st Discussion	<input type="checkbox"/>
Reviewed by:	<u>J. Thompson</u> <u>Ryan Brown,</u> <u>DPA</u>	Pass Motion	<input type="checkbox"/>	2nd Discussion	<input type="checkbox"/>
	JH	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION / SUMMARY

The Benton County Sheriff's Office has participated in the Washington State Patrol Marijuana Eradication program for several years and recently received notification that they have been awarded \$5,000 to be used towards the eradication of marijuana for the period of January 1, 2012 through December 31, 2012.

RECOMMENDATION

Approve attached resolution authorizing the Chairman to sign attached agreement allowing Benton County participation in the FY 2012 Marijuana Eradication program.

FISCAL IMPACT

Amount not to exceed \$5,000 to be paid out of Sheriff Investigative Fund (0126-101). No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER AUTHORIZING THE AGREEMENT BETWEEN WASHINGTON STATE PATROL AND BENTON COUNTY WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICPATE IN THE FY 2012 MARIJUANA ERADICATION PROGRAM

WHEREAS, the Benton County Sheriff's Office has participated in the Washington State Patrol Marijuana Eradication program for several years; and

WHEREAS, the Washington State Patrol has awarded \$5,000 to be used towards the eradication of marijuana for the period of January 1, 2012 through December 31, 2012;
NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, hereby approves the attached agreement between the Washington State Patrol and Benton County; and

BE IT FURTHER RESOLVED, that the term of the attached agreement is effective from January 1, 2012 and expires on December 31, 2012; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached agreement including the Certification Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements.

Dated this ____ day of _____, 2012.

Chairman of the Board

Member

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

Attest: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check If there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Benton County Sheriff's Office
7122 W. Okanagan Place Bldg A.
Kennewick, WA 99336

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

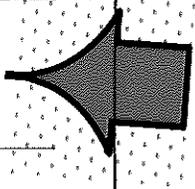
WSP Agreement No. C120800FED

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Approved as to form: Ryan Brown 6/18/12



WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Marijuana Eradication 2012		WSP Contract No. C120800FED	
		Other Contract No.	
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			
PUBLIC AGENCY NAME Benton County Sheriff's Office		Statewide Vendor Registration Number SWV00	
Public Agency Location Address 7122 West Okanogan Place Building A Kennewick WA 99336		Public Agency Mailing Address (if different from location address)	
Public Agency Contact Name Captain Clay Vannoy		Public Agency Contact Telephone (509) 736-3073	
Public Agency Contact Fax		Public Agency Contact E-mail Address	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Mark Brogan Narcotics Section		WSP Project Manager Address WSP Investigative Assistance Division PO Box 42634, Olympia WA 98504-2634	
Telephone (360) 704-2390	Fax (360) 704-2973	E-mail Address mark.brogan@wsp.wa.gov	
WSP Administrative Contact Name and Title Ms. Cindy Haider, Contracts Specialist Budget and Fiscal Services		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4071	Fax (360) 596-4077	E-mail Address cindy.haider@wsp.wa.gov	
Federal Assistance Information			
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 16.000 (For State Reporting Only)	
Federal Grant Award Name Domestic Cannabis Eradication/Suppression		Federal Grant Award Number 2012-114	
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2012	
Agreement Start Date January 1, 2012	Agreement End Date December 31, 2012	Maximum Agreement Amount \$5,000	
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature	Date	Public Agency Signature	Date
Printed Name and Title John R. Batiste, Chief		Printed Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/26/2011

Approved as to form: Ryan B. Brown

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS
DEPARTMENT NUMBER 119.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records Dept Nbr: 119
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	1384	Records Clerk	\$30,000	528.800	5113	BI-PIN	\$30,091
528.800	5120	EDC/Dispatch	15,091	528.800	5121	Background Checks - WSP	\$15,000
TOTAL			\$45,091	TOTAL			\$45,091

Explanation:

The savings from attrition for a 2011 vacancy of a Records Clerk and the reduced EDC/Dispatch assessment needs to be moved to offset the increase in 5121 Background Checks-WSP (revenue code 322.90.0001 Gun Permits), which is a zero effect to Current Expense, and 5113 BI-PIN due to the following budgeting error: * The 2011 BIPIN budget information was provided on three summary sheets and the sheet used did not include the budget amount for the software licenses in the amount of \$12,270 for dept. 119. * This was compounded with an increase of 18.72% for dept. 119 when a 5% increase for 2012 was initially projected by BIPIN staff and factored in on the 2011/2012 biennium budget.

Prepared by: Julie Thompson Date: 18-Jun-2012

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY
DEPARTMENT NUMBER 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120
 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
523.200	2104	Retirement	\$50,000	523.200	3103	Fuel, Oil & Lubricants	\$22,000
523.200	1845	Custody Officer	96,933	523.200	5113	BI-PIN	\$32,610
523.200	4178	Jail Food Services	80,000	523.610	3110	Medical Supplies	\$80,000
				523.610	4116	Physician Services	\$81,623
				523.900	3103	Fuel, Oil & Lubricants	\$2,100
				523.910	3103	Fuel, Oil & Lubricants	\$4,700
				523.940	3103	Fuel, Oil & Lubricants	\$3,600
				523.960	3103	Fuel, Oil & Lubricants	\$300
TOTAL			\$226,933	TOTAL 6/18/2012			\$226,933

Explanation:

The following line item transfers will move funds from savings in attrition to offset the following for reasons listed: 1) 3103 Fuel, Oil & Lubricants is not adequately funded 2) 5113 BI-PIN is due to the following budgeting error (*The 2011 BIPIN budget information was provided on three summary sheets and the sheet used did not include the budget amount for the software licenses in the amount of \$27,527 for dept. 120. * This is compounded with an increase of 9.12% for dept. 120 when a 5% increase for 2012 was initially projected by BIPIN staff and factored in on the 2011/2012 biennium budget.). 3) 4116 Physician Services was budgeted at two times the 2010 budgeted amount which is not sufficient to cover the cost of the current physician contract per resolutions 11-279 & 11-816. There was also a reduction in jail population which has caused a savings in jail food services which will be used to offset an underfunded medical supplies line item.

Prepared by: Julie Thompson Date: 18-Jun-2012
 Approved Denied Date: _____

 Chairman

 Member

 Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	2103	Medical Insurance	136,564	521.210	3103	Fuel, Oil & Lubricants	\$191,000
594.210	6410	Capital Outlay - Vehicle	58,000	521.210	3135	Maintenance/Repair Supplies	\$10,000
594.231	6410	Capital Outlay - Vehicle	10,000	521.210	5119	EDC - 800 MHZ User Fees	\$927
				521.231	5119	EDC - 800 MHZ User Fees	\$2,637
TOTAL			\$204,564	TOTAL			\$204,564

Explanation:

The savings from 2103 Medical Insurance Contribution due to union negotiations and the savings in the Capital Outlay Vehicles because of seeking reduced cost of equipment to outfit the vehicles as well as the use of grant funds to purchase the tow-rig that was budgeted in department 121 will offset the increase cost and insufficient funding in 3103 Fuel, Oil & Lubricants and 3135 Maintenance/Repair Supplies as well as a portion of the increase to 5119 EDC-800 MHZ User Fees. A portion (\$7,363) of the savings in the Capital Outlay - Vehicles in the Gang Team subsection of the department 121 budget is being moved to the 3103 Fuel, Oil & Lubricants line item of the main portion of the budget to assist in offsetting the deficit due to insufficient funding.

Prepared by: Julie Thompson Date: 18-Jun-2012
 Approved Denied Date:

 Chairman

 Member

 Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF TRAFFIC CONTROL
DEPARTMENT NUMBER 125.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012
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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS
DEPARTMENT NUMBER 119 TO CURRENT EXPENSE FUND NUMBER
0000-101, SHERIFF CUSTODY DEPARTMENT 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records Dept Nbr: 119
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM Sheriff Clerks & Records

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	5120	EDC/Dispatch	\$54,492	523.200	5119	EDC - 800 MHZ User Fees	\$24,492
				523.200	5113	BI-PIN	30,000
TOTAL			\$54,492	TOTAL			\$54,492

Explanation:

The savings from the reduced EDC/Dispatch assessment will offset all of the increased cost in the 5119 EDC-800 MHZ User Fees within department 120 as well as a portion of the deficit in 5113 BI-PIN due to the following budgeting error: *The 2011 BIPIN budget information was provided on three summary sheets and the sheet used did not include the budget amount for the software licenses in the amount of \$27,527 for dept. 120. * This was compounded with an increase of 9.12% for dept. 120 when a 5% increase for 2012 was initially projected by BIPIN staff and factored in on the 2011/2012 biennium budget.

Prepared by: Julie Thompson Date: 18-Jun-2012

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS
DEPARTMENT NUMBER 119 TO CURRENT EXPENSE FUND NUMBER
0000-101, SHERIFF PATROL DEPARTMENT 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records Dept Nbr: 119
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM Sheriff Clerks & Records

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	5120	EDC/Dispatch	\$17,051	521.210	5119	EDC - 800 MHZ User Fees	\$17,051
TOTAL			\$17,051	TOTAL			\$17,051

Explanation:

The savings from the reduced EDC/Dispatch assessment will offset a portion of the deficit in dept. 121 due to the increased cost in the 5119 EDC-800 MHZ User Fees.

Prepared by: Julie Thompson Date: 18-Jun-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>June 26, 2012</u>	Execute Contract	X
Subject:	<u>Authorizing</u>	Pass Resolution	X
	<u>WASPC RSO</u>	Pass Ordinance	_____
	<u>Grant</u>	Pass Motion	_____
	<u>Agreement</u>	Other	_____
Prepared by:	<u>Capt. Vannoy</u>		
Reviewed by:	<u>J. Thompson</u>		
	<u>Ryan Brown,</u>		
	<u>DPA</u> JH		
		Consent Agenda	<u>__X__</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The Washington Association of Sheriffs & Police Chiefs Request for Qualifications to participate in the Registered Sex Offender Address and Residency Verification Program. The Benton County Sheriff's Office submitted a Request for Qualifications and was awarded for the FY 2009, FY 2010, FY 2011 and FY 2012. The Benton County Sheriff's Office was once again awarded for the FY 2013 in the amount of \$133,053.35

SUMMARY

The Benton County Sheriff's Office was once again awarded in the amount of \$133,053.35 for FY 2013 to be used towards the funding of a detective and other costs associated with Registered Sex Offender Address and Residency Verification Program.

RECOMMENDATION

Approve attached resolution authorizing the Chairman to sign the attached agreement allowing Benton County participation in the FY 2013 Registered Sex Offender Address and Residency Verification Program.

FISCAL IMPACT

Amount not to exceed \$133,053.35 to be paid out of Current Expense (0000-101) Dept. 121 Sheriff Patrol's Budget. A supplement for the period of July 1st, 2012 through December 31st, 2012 is required and will be done at a later date. Funding source is the Registered Sex Offender Address and Residency Verification Program.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER AUTHORIZING THE AGREEMENT BETWEEN WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS AND BENTON COUNTY WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICPATE IN THE FY 2013 REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY PROGRAM

WHEREAS, the Washington Association of Sheriffs & Police Chiefs requested Request for Qualifications to participate in the Registered Sex Offender Address and Residency Verification Program; and

WHEREAS, the Benton County Sheriff's Office submitted a Request for Qualifications and was awarded for the FY 2009, FY 2010, FY 2011, FY 2012; and

WHEREAS, the Benton County Sheriff's Office was awarded \$133,053.35 for the FY 2013; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, hereby approves the attached agreement between the Washington Association of Sheriffs & Police Chiefs; and

BE IT FURTHER RESOLVED, that the term of the attached agreement is effective from July 1, 2012 and expires on June 30, 2013; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, herby authorizes the Chairman to sign the attached agreement.

Dated this ____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington



June 1, 2012

Sheriff Steve Keane
Benton County Sheriff's Office
7122 W Okanogan Pl., Bldg. A
Kennewick, WA 99336

Dear Sheriff Keane:

I am pleased to inform you that the Benton County Sheriff's Office will receive \$133,053.35 for the Registered Sex Offender Address and Residency Verification Program.

As you know, \$4.8 million of state funding was allocated to local law enforcement for fiscal year 2012 to verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130. The grant award is effective July 1, 2012 and expires on June 30, 2013.

The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency:

1. For level I offenders, once every twelve months
2. For level II offenders, once every six months
3. For level III offenders, once every three months

In addition, funding from this program should be used to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the year.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

Attached is an award agreement which needs to be signed and returned to WASPC. The required quarterly reporting form is also included in this notification. Quarterly reports are to be submitted electronically, faxed, or by mail by the 10th of the month or 10th of the month following the end of the quarter. Once the report is received, payment for a quarter of the total award will be sent.

If you have any questions please contact Dawn Larsen at 360-486-2419 or dlarsen@waspc.org.

Sincerely,

Mitch Barker
Executive Director

President ED HOLMES <i>Chief - Mercer Island</i>	President Elect OZZIE KNEZOVICH <i>Sheriff - Spokane County</i>	Vice President ERIC OLSEN <i>Chief - Kirkland</i>	Past President KEN IRWIN <i>Sheriff - Yakima County</i>	Treasurer PAUL AYERS <i>Chief - Issaquah</i>
CLIFFORD COOK <i>Chief - Vancouver</i>	TOM SCHLICKER <i>Chief - Swinainish</i>	KEN HOHENBERG <i>Chief - Kennewick</i>	STEVE BOYER <i>Sheriff - Kitsap County</i>	JOHN SNAZA <i>Sheriff - Thurston County</i>
RICHARD LATHIM <i>Sheriff - Franklin County</i>	RANDY STEGMEIER <i>Chief - Western WA University</i>	JOHN BATISTE <i>Chief - WA State Patrol</i>	LAURA LAUGHLIN <i>SAC - FBI, Seattle</i>	MITCH BARKER <i>Executive Director</i>

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT
SPECIFIC TERMS AND CONDITIONS**

Registered Sex Offender Address and Residency Verification Program

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (hereinafter referred to as WASPC) and the BENTON COUNTY SHERIFF'S OFFICE (hereinafter referred to as the RECIPIENT).

- | | |
|--|--|
| 1. Award Recipient Name and Address:
Benton County Sheriff's Office
7122 W Okanogan Pl., Bldg. A
Kennewick, WA 99336 | 2. Contact: Steven Keane
Title: Sheriff
Telephone: 509-735-6555 |
| 3. Project Title
Registered Sex Offender Verification | 4. Award Period:
07/01/12 - 06/30/13 |
| 5. Grant No:
RSO 12-13 Benton | 6. Funding Authority:
WASHINGTON ASSOCIATION OF
SHERIFFS AND POLICE CHIEFS |
| 7. Amt. Approved
\$ 133,053.35 | 8. Service Area:
Benton County |

FUNDING SOURCE

Funding for this AGREEMENT is provided to WASPC from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed in equal amounts by the end of the reporting month. Delays in report submittal or project related activities may result in disbursement of funds delay.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

FOR WASPC:



Name: Mitch Barker
Title: Executive Director
Date: June 1, 2012

FOR THE RECIPIENT:

Name: _____
Title: _____
Date: _____

Approved as to Form: Ryan Brown

AGENCY RSO CONTACT INFORMATION

WASPC requires three individuals be designated to the positions of Authorized Official, Project Director and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, however, under extenuating circumstances, one person may otherwise fill two positions.

Applicant Agency: _____

PROJECT MANAGER

Last Name	First Name	Title		
Business Mailing Address		City	State	Zip
Telephone	Fax	Email		

FINANCIAL OFFICER/GRANT ADMIN.

Last Name	First Name	Title		
Business Mailing Address		City	State	Zip
Telephone	Fax	Email		

THE AUTHORIZED OFFICIAL IS THE CHIEF EXECUTIVE OFFICER, OR DESIGNEE OF THE AGENCY.

Last Name	First Name	Title		
Business Mailing Address		City	State	Zip
Telephone	Fax	Email		