

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, September 25, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ September 18, 2012

Review Agenda

Consent Agenda

### Central Services

a. Renewal of License and Support for Email Firewall System from Microage

### Facilities

b. Line Item Transfer, Fund No. 0000-101, Dept. 110

### Fairgrounds

c. Lease Agreement w/Benton Franklin Fair Association

### Human Services

d. Amended Agreement w/Lourdes Health Network for Residential Substance Abuse Treatment Services

e. Agreement w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services

f. Agreement w/Arc of Tri-Cities for Developmental Disabilities Services

g. Agreement w/Columbia Industries for Developmental Disabilities Services

h. Grant Amendment w/WA St Department of Commerce, Community Services and Housing Division

i. Interlocal Agreement w/Cities of Benton City, Kennewick, Prosser, Richland and West Richland for Local Homeless Housing & Assistance Plans & Programs

### Juvenile

j. Amending Benton County Resolution 2012-025; Amending Payment to Apollo Sheet Metal

### Office of Public Defense

k. Termination of Superior Court Public Defense Agreement w/S Mendoza

l. Termination of Superior Court Public Defense Agreement w/K Holt

m. Termination of Superior Court Public Defense Agreement w/S Johnson

n. Termination of Superior Court Public Defense Agreement w/L Zeigler

- o. Termination of Superior Court Public Defense Agreement w/G Metro
- p. Termination of Superior Court Public Defense Agreement w/D Arnold
- q. Professional Services Agreement w/C Bennett

**Parks**

- r. Contract w/Ikon Marketing Group for Internet Website for Horn Rapids Park
- s. Contract w/Ikon Marketing Group for Maintenance of Internet Website for Horn Rapids Park

**Personnel**

- t. Rescinding Resolution 08-799 Regarding Hiring Policy for Retired Pers 1 Employees
- u. Employee of the Month Appointment
- v. Contract w/Penser North America, Inc. for Third Party Administrative Services

**Public Works**

- w. Short Plat for Property at Prosser Shop
- x. Funding Authorization to Overlay Asphalt at Hinzerling Road
- y. Funding Authorization for Extension of Locust Grove Road Driveway Culvert
- z. Funding Authorization to Pre-Level Harrington Road

**Scheduled Business:**

- Final Plat of Riverdown Estates ~ SUB 06-04 – M Shuttleworth

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, September 18, 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 Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Superior Court Judge Bob Swisher; Juvenile Administrator Sharon Paradis; Jennifer Bowe, Juvenile; Marianne Ophardt, WSU Extension; Clerk Josie Delvin; Jacki Lahtinen, District Court; Sheriff Steve Keane; Rosie Sparks, Auditor.

Approval of Minutes

The Minutes of September 11, 2012 were approved.

Consent Agenda

**MOTION:** Commissioner Small moved to approve the consent agenda items “a” through “k”. Commissioner Bowman seconded and upon vote, the Board approved the following:

Animal Control

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

Commissioners

- b. Time of Remembrance Proclamation
- c. Quit Claim Deed

Fairgrounds

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

Human Services

- e. Contract w/Sierra Electric, Inc., for Repair Services for Crisis Response Unit

Juvenile

- f. Guess Speaker Contract w/D Wavra for Case Management Assessment Process Training
- g. Line Item Transfer, Fund No. 0115-101, Dept. 171

### **Office of Public Defense**

- h. Line Item Transfer, Fund No. 0000-101, Dept. 136
- i. Terminating Contract for Attorney K Hilde

### **Personnel**

- j. Interlocal Agreement w/WA State Transit Insurance Pool

### **Public Works**

- k. Setting Public Hearing to Consider Adopting the Six-Year Road Program, 2013-2018

### **WCIF Director Visit**

New WCIF Director Jon Kaino introduced himself to the Board and provided a synopsis of WCIF's background, goals, executive summary (along with rate changes), retiree plans, and the new wellness program.

### **Juvenile Detention Facilities Needs Update**

Judge Swisher and Sharon Paradis requested the Board consider increasing the detention bed capacity back to 2009 levels and hiring three new detention officers. Judge Swisher said there was an immediate need that presented a crisis situation and they wanted to open the other cell block that was previously closed. It was stated that Franklin County had approved opening the facility immediately and indicated they would approve the increase in the budget for next year.

Commissioner Small said he was a big advocate for juvenile justice and was glad to see that Franklin County was in favor of the request.

Chairman Beaver said he was still interested in a different arrangement with Franklin County and that he was not favor of reducing detention in the first place.

Commissioner Bowman commented that the money was there and could not be used elsewhere so he was in favor of moving forward.

**MOTION:** Commissioner Bowman moved to approve the matter go to a supplemental budget hearing. Commissioner Small seconded and upon vote, the motion carried.

### **WSU Extension - Benton County - Fruit Tree Endowment**

Gwen-Alyn Hoheisel and Marianne Ophardt updated the Board on the fruit tree endowment awarded to WSU in the amount of \$27 million. Ms. Hoheisel said it was the largest single gift to WSU and would create six new professor positions and provide operating funds over the next 10 years. Additionally, Ms. Hoheisel provided samples of Gala apples just picked with the new fruit automated harvest assist.

### **Commissioner Assignment Update**

Commissioner Bowman said he attended the Elected Officials meeting and was very impressed with the presentation by Personnel on the new NEOGOV program. Additionally, he discussed

the RTPO program and said the money was not being spent and so they are going back to review the program and talk to the engineers about how to get the money spent.

Commissioner Small thanked Central Services for the new Outlook program and the computer upgrades being done for Benton County. Additionally, he said that Prosser was named one of 100 best communities for young people.

Chairman Beaver reported on his attendance at another Dept. of Ecology meeting, Benton-Franklin Council of Government Executive meeting, and the Park Board meeting at Higgins Air Field. He said the HAIEFIC loan review committee was reviewing some refinancing options for TiLite Sports and also thanked Melina and Lexi for the NEOGOV presentation at the Elected Officials meeting.

### **Vouchers**

Check Date: 9/14/2012  
Warrant #: 65426-65770  
Total all funds: \$1,335,304.44

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

### **Resolutions**

- 2012-529: Line Item Transfer, Fund No. 0000-101, Dept. 137
- 2012-530: Time of Remembrance Proclamation
- 2012-531: Quit Claim Deed
- 2012-532: Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2012-533: Contract w/Sierra Electric, Inc., for Repair Services for Crisis Response Unit
- 2012-534: Guess Speaker Contract w/D Wavra for Case Management Assessment Process Training
- 2012-535: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2012-536: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2012-537: Terminating Contract for Attorney K Hilde
- 2012-538: Interlocal Agreement w/WA State Transit Insurance Pool
- 2012-539: Setting Public Hearing to Consider Adopting the Six-Year Road Program, 2013-2018

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

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Clerk of the Board

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Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	25-September-2012	Execute Contract	_____
Subject:	Watchguard Firewall License Renewal	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The three year licensing and support for the Watchguard/Borderware email firewall system expires next month. Continuing with the system involves renewing the license and support which includes replacing the appliances. As we did with the current installation, quotes were solicited from Watchguard resellers on the county vendor list for another three years of licensing and support. The attached resolution authorizes the purchase.

**SUMMARY**

The attached resolution authorizes Central Services to renew licensing and support for the Watchguard email firewall used by the county.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in the 2011-12 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING A RENEWAL OF LICENSING AND SUPPORT FOR THE COUNTY'S WATCHGUARD EMAIL FIREWALL SYSTEM FROM MICROAGE (FRONTIER TECHNOLOGIES).

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) vendors on the county vendor list, unless the product is such that it is not reasonable to obtain three price quotes; and

WHEREAS, licensing and support for the current email firewall system expires 5-October-2012; and

WHEREAS, the renewal for the current system involves upgrading to dual Watchguard XCS 770 appliances configured in clustered/fail over mode as part of software licensing and support for a three year term; and

WHEREAS, twelve (12) vendors from the county vendor list were contacted for quotes for renewing the the licensing and support of the Watchguard system of which three (3) responded as indicated in the following list:

VENDOR	LOCATION	QUOTE
Extend Networks	Bellevue WA	24,800.70
GovConnection	Rockville MD	26,561.72
Frontier Technologies dba MicroAge	Phoenix AZ	23,147.80

; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase a three year renewal of the licensing and support for the Watchguard email firewall system from MicroAge (Frontier Technologies), for the amount of \$23,147.80 including Washington sales tax.

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

b. Line Item Transfer, Fund No.  
0000-101, Dept. 110

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>9/25/12</u>	Execute Contract	_____	Consent Agenda X
Subject: <u>Line Item</u>	Pass Resolution	X _____	Public Hearing _____
<u>Transfer</u>	Pass Ordinance	_____	1st Discussion _____
Prepared by: <u>C. McKenzie</u>	Pass Motion	_____	2nd Discussion _____
Reviewed by:	Other	_____	Other _____

**BACKGROUND INFORMATION**

**SUMMARY**

An Ipad was purchased for the Facilities Manager and a line item transfer is necessary so the Ipad can be paid from the Small Item Equipment line item.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

Facilities Budget, Current Expense, 0000-101, Dept. 110 - \$584.00  
No supplement required.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, K. Mercer

C. McKenzie

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities Dept Nbr: 110

Fund Name: Current Expense Fund Nbr: 0000-101

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
539-500	3133	Building Maintenance	\$584	539-500	3501	Small Item Equipment	\$584
<b>TOTAL</b>			<b>\$584</b>	<b>TOTAL</b>			<b>\$584</b>

**Explanation:**

An Ipad was purchased for the Facilities Manager and a line item transfer is necessary so the Ipad can be paid from the Small Item Equipment line item.

Prepared by: Cami McKenzie Date: 18-Sep-2012

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>9-25-12</u>	Execute Contract _____	Consent Agenda <u>__X__</u>
Subject: Tim Meyer Memorial Service	Pass Resolution <u>  x  </u>	Public Hearing _____
	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>JRD</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: _____	Other _____	Other _____

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with the Benton Franklin County Fair Association for the memorial service of Tim Meyer. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

A long standing member of the fair association passed away and due to time constraints we were unable to process paperwork in time for the previous agenda meeting.

**SUMMARY**

The Lease Agreement attached will be for a memorial service to be held in Building 3 on September 22, 2012.

**RECOMMENDATION**

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Benton Franklin Fair Association.

**FISCAL IMPACT**

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.  
\$150.00

**MOTION**

Move the Lease Agreement with the Benton Franklin County Fair Association be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON  
COUNTY AND BENTON FRANKLIN FAIR ASSOCIATION.**

**WHEREAS**, the Benton Franklin Fair Association wishes to enter into an agreement for the purposes of renting Building 3 for a memorial service for Tim Meyer on September 22, 2012 in the amount of \$150.00 plus \$250.00 damage/cleaning deposit; and

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

**WHEREAS**, the Benton County Deputy County Administrator and the Fairgrounds Office Manager recommend approving the Benton Franklin Fair Association Lease Agreement; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Lease Agreement between Benton County and the Benton Franklin Fair Association; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

Dated this \_\_\_\_25th\_\_\_\_ day of \_\_\_\_September\_\_\_\_ 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

**BENTON COUNTY FAIRGROUNDS**

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211 ext 200

**LEASE AGREEMENT**

TODAY'S DATE: **09/10/12**

LEASE AGREEMENT NUMBER: **28.12**

EVENT DATE(S): **September 22, 2012**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **3**

LESSEE: **Benton Franklin Fair Association**

MAILING ADDRESS: **1500 S. Oak St #15, Kennewick, Wa. 99337**

CONTACT: **Lori Lancaster**

WORK PHONE: **222-3749**      CELLULAR PHONE:

TIME OF THE EVENT: **11:00 a.m. until 5:00 p.m.**

TYPE OF EVENT: **Memorial Service**

ESTIMATED ATTENDANCE: **150**

SELLING TICKETS: **NO**

**THIS LEASE (AGREEMENT)** is entered into effective upon the signature of both parties, between **Benton Franklin Fair Association** (LESSEE) and BENTON COUNTY, (LESSOR), a political subdivision of the State of Washington and operator of the Benton County Fairgrounds with its principal offices at 620 Market Street, Prosser, WA 99350.

**1. EVENT**

- a. **Memorial Service in building #3** on September 22, 2012 from 11:00 am until 5:00 pm with an estimated attendance of 150 people, hereafter referred to as the EVENT.

**2. FACILITIES LEASED FOR THE EVENT**

- a. LESSEE agrees to lease the buildings, grounds, equipment and services specified in the attached Exhibit "A" entitled "FEES AND DESCRIPTION OF BUILDINGS, GROUNDS, EQUIPMENT AND SERVICES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES" to hold the EVENT on **September 22, 2012**. LESSEE WARRANTS THAT THE FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE EVENT.

**3. PAYMENTS**

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of **\$400.00** (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than **September 21, 2012**. If the fee is not made by this date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in section 5 of this Agreement.

**4. CAMPING OVERNIGHT**

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. Provided that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance and approved by LESSOR when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a subsequent lease when applicable.
- b. A \$10.00 fee per day per tent/camper applies to units hooked up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will be

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Amendment</b>	<u>  X  </u>
<b>Subject:</b> First Amendment to Agreement #11/12-RSAT-LCC-00	<b>Pass Resolution</b>	<u>  X  </u>
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>Pass Ordinance</b>	<u>      </u>
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Pass Motion</b>	<u>      </u>
	<b>Other</b>	<u>      </u>
	<b>Consent Agenda</b>	<u>  X  </u>
	<b>Public Hearing</b>	<u>      </u>
	<b>1st Discussion</b>	<u>      </u>
	<b>2nd Discussion</b>	<u>      </u>
	<b>Other</b>	<u>      </u>

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Lourdes Health Network to provide Residential Substance Abuse Treatment (RSAT) Services in the Benton County Corrections Facility.

The purpose of this amendment is to extend the end date of the underlying Agreement to September 30, 2012, and to increase the consideration amount by \$11,761.75 for a new Agreement amount of \$92,350.75

**SUMMARY**

**Award:** Consideration for this Agreement is \$92,350.75

**Period:** September 1, 2011 through September 30, 2012

**Funding Source:** DSHS Agreement Number 1163-38493, Amendment No. 1 (County Program Agreement for Residential Substance Abuse Treatment)

**RECOMMENDATION**

- Sign the attached resolution to accept the proposed amendment.
- Approve the proposed amendment by signing all the copies where indicated.

**FISCAL IMPACT**

Funding for services described in this amendment is provided by Department of Social and Health Services, Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for an Agreement amount of \$92,350.75.

**MOTION**

To approve signing a First Amendment to Agreement #11/12-RSAT-LCC-00 with Lourdes Health Network, and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Signature

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON;

**RE: IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO AGREEMENT #11/12-RSAT-LCC-00 TO PROVIDE RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND LOURDES HEALTH NETWORK, PREVIOUSLY APPROVED BY BENTON COUNTY RESOLUTION NO. 11-827**

**WHEREAS**, Benton and Franklin Counties Department of Human services currently contracts with Lourdes Health Network to provide Residential Substance Abuse Treatment (RSAT) Services in the Benton County Corrections Facility; and

**WHEREAS**, the purpose of this amendment is to extend the end date of the underlying Agreement to September 30, 2012, and to increase the consideration amount by \$11,761.75 for a new Agreement amount of \$92,350.75; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign, on behalf of Benton County, a First Amendment to Agreement #11/12-RSAT-LCC-00 with Lourdes Health Network to provide Residential Substance Abuse Treatment (RSAT) Services in the Benton County Corrections Facility for a new consideration amount of \$92,350.75; and

**BE IT FURTHER RESOLVED**, the term of the attached amendment commences on September 1, 2011 shall expire on September 30, 2012.

Dated this ..... day of ....., 2012.

\_\_\_\_\_  
James Beaver, Chair

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

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

Attest: .....  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
First Amendment to Agreement #11/12-RSAT-LCC-00**

This 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Lourdes Counseling Center (a division of the "Health Network" operated by Our Lady of Lourdes Hospital at Pasco, d/b/a Lourdes Health Network)**, a not-for-profit health care provider, with its principal offices at 1175 Carondelet Drive, Richland, WA 99352 (hereinafter "Contractor").

Counties Contact Information:

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

Contractor Contact Information:

Barbara Mead, Director  
Lourdes Counseling Center  
1175 Carondelet Drive  
Richland, WA 99352  
Phone: 509.943.9104/Fax: 509.943.7206  
E-Mail: [bmead@lourdesonline.org](mailto:bmead@lourdesonline.org)

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

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

Consideration ..... \$92,350.75

Attachments incorporated into this Amendment..... None

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

For the Contractor: *John Serle 9-11-12*

*Barbara Mead*  
Director/Administrator \_\_\_\_\_ Date \_\_\_\_\_



For Benton County:

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

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

Approved as to Content:

*[Signature]*  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

*[Signature]*  
\_\_\_\_\_  
Benton County Prosecutor's Office

By way of this Amendment, Agreement #11/12-RSAT-LCC-00 between Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

The "Agreement End Date" and "Consideration" provisions on the face sheet of the Agreement shall be amended as follows:

Agreement End Date: September 30, 2012.

Consideration: **\$92,350.75**

Section 4, Consideration and Payment Provisions, sub-section 4.1 shall be replaced in its entirety with the following:

4.1 **Compensation:** Benton County shall pay the Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work section of this Agreement. The maximum amount to be paid to the Contractor for authorized expenses **shall not exceed \$92,350.75.**

e. Agreement w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #12/13-DD-GW-00 with Goodwill Industries of the Columbia, Inc. <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> <u>      </u> <b>Pass Motion</b> <u>      </u> <b>Other</b> <u>      </u>		<b>Consent Agenda</b> <u>  ^  </u> <b>Public Hearing</b> <u>      </u> <b>1st Discussion</b> <u>      </u> <b>2nd Discussion</b> <u>      </u> <b>Other</b> <u>      </u>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Goodwill Industries of the Columbia, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #12/13-DD-GW-00 with Goodwill Industries of the Columbia, Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-GW-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC.**

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

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Goodwill Industries of the Columbia, Inc. for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-GW-00 with Goodwill Industries of the Columbia Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of .....2012.

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-GW-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Goodwill Industries of the Columbia, Inc.**, a Washington State Non-Profit Corporation, with its principal offices at 815 N. Kellogg, Suite A, Kennewick, WA 99336 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**

Gordon Comfort, Executive Director  
Goodwill Industries of the Columbia, Inc.  
815 N. Kellogg, Suite A  
Kennewick, WA 99336  
Phone: 509.735.7238 / Fax 509.783.8266  
E-Mail: richleadons@entrustcs.org

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

Agreement Start Date ..... July 1, 2012  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

**Attachments incorporated into this Agreement**

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

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

For the Contractor:

  
\_\_\_\_\_

Title: \_\_\_\_\_ Date: 9/14/12 CEO

For Benton County:

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

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

For Franklin County:

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

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

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
Department of Human Services

  
Benton County Prosecutor's Office

  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #12/13-DD-ARC-00 with The Arc of Tri-Cities <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with The Arc of Tri-Cities to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #12/13-DD-ARC-00 with The Arc of Tri-Cities, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-ARC-00 TO  
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON  
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE  
ARC OF TRI-CITIES**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with The Arc of Tri-Cities, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with The Arc of Tri-Cities for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-ARC-00 with The Arc of Tri-Cities, to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of .....2012.

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-ARC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **The Arc of Tri-Cities**, a Washington State Non-Profit Corporation, with its principal offices at 1455 Fowler Street, Richland, WA 99352 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**

Judy Westsik, Director  
The Arc of Tri-Cities  
1455 Fowler St  
Richland, WA 99352  
Phone: 509.783.1131 / Fax 509.735.7706  
E-Mail: judyw@arcoftricity.com

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

Agreement Start Date ..... July 1, 2012  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

**Attachments incorporated into this Agreement**

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

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

**For the Contractor:**

  
\_\_\_\_\_  
For Benton County:

Title: Executive Director Date: 9/17/2012

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

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

**For Franklin County:**

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

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

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Department of Human Services

  
\_\_\_\_\_  
Benton County Prosecutor's Office

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #12/13-DD-CI-00 with Columbia Industries <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b>	<input checked="" type="checkbox"/>	<b>Consent Agenda</b>	<input checked="" type="checkbox"/>
	<b>Pass Resolution</b>	<input checked="" type="checkbox"/>	<b>Public Hearing</b>	<input type="checkbox"/>
	<b>Pass Ordinance</b>	<input type="checkbox"/>	<b>1st Discussion</b>	<input type="checkbox"/>
	<b>Pass Motion</b>	<input type="checkbox"/>	<b>2nd Discussion</b>	<input type="checkbox"/>
	<b>Other</b>	<input type="checkbox"/>	<b>Other</b>	<input type="checkbox"/>

**BACKGROUND INFORMATION**

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

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

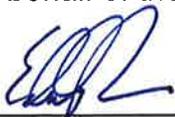
- Sign the Resolution to accept the proposed Agreement
- Approve the proposed Agreement by signing all the copies where indicated

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #12/13-DD-CI-00 with Columbia Industries, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-CI-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES**

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

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Columbia Industries for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-CI-00 with Columbia Industries, to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of .....2012.

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-CI-00**

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

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**

Rich Foeppel, President  
Columbia Industries  
PO Box 7346  
Kennewick, WA 99336  
Phone: 509.582.4142 / Fax 509.586.3825  
E-Mail: richf@columbiaindustries.com

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

Agreement Start Date ..... July 1, 2012  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration.....Fee-For-Service

**Attachments incorporated into this Agreement**

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

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

**For the Contractor:**

  
Title: CEO Date: 9/15/12

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date Attest: Clerk of the Board

**For Franklin County:**

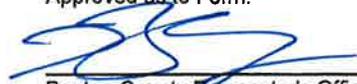
\_\_\_\_\_  
Franklin County Commissioners Date Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
Department of Human Services

  
Benton County Prosecutor's Office

  
Franklin County Prosecutor's Office

h. Grant Amendment w/WA St Dept of Commerce, Community Services and Housing Division

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> Grant Number: 11-46204-503 Amendment B, for the Housing and Essential Needs Grant</p> <p><b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Amendment</b>      <u>  X  </u></p> <p><b>Pass Resolution</b>        <u>  X  </u></p> <p><b>Pass Ordinance</b>        <u>      </u></p> <p><b>Pass Motion</b>            <u>      </u></p> <p><b>Other</b>                    <u>      </u></p>	<p><b>Public Hearing</b>            <u>      </u></p> <p><b>1st Discussion</b>         <u>      </u></p> <p><b>2nd Discussion</b>         <u>      </u></p> <p><b>Other</b>                     <u>      </u></p>

**BACKGROUND INFORMATION**

The purpose of this Amendment is to amend Attachment A, Scope of Work and Attachment B, Budget.

The amended Attachment A, Scope of Work states that the Grantee will submit a HEN service plan with targets and identify outreach strategies to both At Risk and Homeless Medical Care Service client populations.

The amended Attachment B, Budget includes a Landlord Stability Funds that can be used for up to 3 additional months of rent/utility assistance for clients previously assisted by a Housing and Essential Needs (HEN) grantee who is no longer Medical Care Service (MCS) eligible.

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

The amendment process was initiated when Washington State Department of Commerce provided a copy of the amendment for legal review on July 2, 2012 resulting in the delay of execution.

**SUMMARY**

**Award:** New Grant Amount of \$1,742,139.00  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Washington State Department of Commerce

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Amendment is provided by 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 new grant amount of \$1,742,139.00.

**MOTION**

To approve signing Grant Number 11-46204-503 Amendment B, for the Housing and Essential Needs Grant with Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, 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 GRANT NUMBER: 11-46204-503 AMENDMENT B, FOR THE HOUSING AND ESSENTIAL NEEDS GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the purpose of this Amendment is to amend Attachment A, Scope of Work and Attachment B, Budget; and

**WHEREAS**, the amended Attachment A, Scope of Work states that the Grantee will submit a HEN service plan with targets and identify outreach strategies to both At Risk and Homeless Medical Care Service client populations; and

**WHEREAS**, the amended Attachment B includes Landlord Stability Funds that can be used for up to three (3) additional months of rent/utility assistance for clients previously assisted by a Housing and Essential Needs (HEN) grantee who is no longer Medical Care Service (MCS) eligible; and

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

**WHEREAS**, the Amendment process was initiated when Washington State Department of Commerce provided a copy of the amendment for legal review on July 2, 2012 resulting in the delay of execution; NOW THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment and authorize the administrator of Benton and Franklin Counties Department of Human Services to sign the grant Face Sheet; 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, Grant Number: 11-46204-503 Amendment B, for the Housing and Essential Needs Grant between Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit and Benton and Franklin Counties Department of Human

Services for a new grant amount of \$1,742,139.00; and

**BE IT FURTHER RESOLVED**, that the Benton and Franklin Counties Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Housing and Essential Needs Grant; and

**BE IT FURTHER RESOLVED**, the term of the attached Amendment commences on July 1, 2012 and ends on June 30, 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

**Grant Number: 11-46204-503  
Amendment B**

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Housing and Essential Needs Grant**

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

<b>For Benton County:</b>		<b>For Franklin County:</b>	
<hr/> Chair	<hr/> Date	<hr/> Chair	<hr/> Date
<b>Attest:</b>		<b>Attest:</b>	
<hr/> Clerk of the Board		<hr/> Clerk of the Board	
<b>Approved as to form:</b>	<b>Approved as to form:</b>	<b>Approved as to form:</b>	
			
_____ Dept. of Human Services	_____ Benton Co Prosecutor's Office	_____ Franklin Co Prosecutor's Office	

**FACE SHEET**

Grant Number: 11-46204-503  
Amendment B

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Housing and Essential Needs Grant**

<b>1. Grantee</b> Benton and Franklin Counties Department of Human Services 7102 W. Okanogan Place, Suite 201 Kennewick, Washington 99336		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Ed Thornbrugh Administrator Phone number: 509.783.5284 FAX number: 509.783.5981 edt@gov.wa.co.benton-franklin.us		<b>4. COMMERCE Representative</b> Kathy Kinard Program Manager Phone number: (360) 725-2939 FAX number: (360) 586-7176 Email: <a href="mailto:kathy.kinard@commerce.wa.gov">kathy.kinard@commerce.wa.gov</a> Post Office Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Original Grant Amount (and any previous amendments)</b> \$1,651,878	<b>6. Amendment Amount</b> \$90,261	<b>7. New Grant Amount</b> \$1,742,139	
<b>8. Amendment Funding Source</b> Federal:   State: <b>X</b> Other:   N/A:		<b>9. Amendment Start Date</b> July 1, 2012	<b>10. Amendment End Date</b> June 30, 2013
<b>11. Amendment Purpose</b> The amendment adds additional funds for the Landlord Stability activity for SFY 2013 and reconciles the 2012 Homeless Rent budget reduction. Housing and Essential Needs Grant funds are limited to providing rental assistance, utility assistance and essential needs for Medical Care Service recipients as determined by the Department of Social and Health Services.			
COMMERCE, defined as the Department of Commerce, and the Contractor acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contract Terms and Conditions including Housing and Essential Needs Application, Guidelines, Administrative Requirements (as they may be revised), Grant Terms and Conditions including Attachment A Scope of Work and Attachment B, Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract As Amended".			
<b>FOR GRANTEE</b>  _____  _____ Date		<b>FOR COMMERCE</b>  _____ Dan McConnon, Deputy Director  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  _____ Alice Blado Alice Blado, Assistant Attorney General  Date May 22, 2009	

**Scope of Work**

- 1 The Grantee will use the funds awarded under this contract for administering grant activities per the *Housing and Essential Needs Guidelines* and *Administrative Requirements* per the **Budget** as outlined in Attachment B.
- 2 In order to facilitate activities and planning, grantees may charge Administrative, Essential Needs and Program Operations beginning September 15, 2011.
- 3 The Grantee shall not issue Rent and Utility Payments prior to November 1, 2011.
- 4 The Grantee shall not distribute Essential Needs items prior to November 1, 2011.
- 5 The Grantee will enter client data in the local homeless management information system (HMIS) on each client served and each client turned away from services as specified in the *Administrative Requirements*.
- 6 The Grantee will submit a HEN service plan with targets and identify outreach strategies to both At Risk and Homeless Medical Care Service client populations. This plan will include the *HEN Performance Targets for SFY 2013 Worksheet* provided by Commerce and be returned to Commerce by August 2, 2012.

## Budget

## Budget September 15, 2011 – June 30, 2012

Administration	\$47,606	
Essential Needs Assistance	\$38,682	
Essential Needs Assistance Operations	\$4,297	
	<i>Homeless</i>	<i>At Risk</i>
Rent and Utility Assistance	\$100,255	\$309,562
Rent and Utility Assistance Operations	\$24,554	\$34,396
<b>TOTAL</b>	<b>\$559,352</b>	

## Budget July 1, 2012 – June 30, 2013

Administration	\$84,298	
Essential Needs Assistance	\$69,045	
Rent/Utilities/Operations (includes EN operations)	\$997,399	
Landlord Stability Fund	\$32,045	
<b>TOTAL</b>	<b>\$1,182,787</b>	

<b>Grant Total September 15, 2011- June 30, 2013</b>	<b>\$1,742,139</b>
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i. Interlocal Agreement w/Cities of Benton City, Kennewick, Prosser, Richland & W Richland for Local Homeless Housing & Assistance Plans & Programs

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Benton County 2163 Interlocal Agreement <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

Interlocal Agreement between the County of Benton, and: the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland, and the City of West Richland; for providing for the collection, administration, and expenditure of homeless housing funds per RCW 36.22.179.

**SUMMARY**

**Period:** 5 years from the date of execution

**Funding Source:** Benton County 2163 Homeless Housing Fund

**RECOMMENDATION**

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

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0154101 Homeless Housing Fund.

**MOTION**

To approve signing the Interlocal Agreement between the County of Benton, and: the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland and the City of West Richland for providing for the collection, administration, and expenditure of homeless housing funds per RCW 36.22.179, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_

Signature

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF THE EXECUTION OF HOMELESS HOUSING AND ASSISTANCE ACT OF 2005-INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BENTON, AND: THE CITY OF BENTON CITY, THE CITY OF KENNEWICK, THE CITY OF PROSSER, THE CITY OF RICHLAND, AND THE CITY OF WEST RICHLAND FOR PROVIDING FOR THE COLLECTION, ADMINISTRATION, AND EXPENDITURE OF HOMELESS HOUSING FUNDS**

**WHEREAS**, Engrossed Second Substitute House Bill 2163, "Homeless Housing and Assistance: (HB 2163), became effective on August 1, 2005, requiring counties in Washington to undertake a number of measures to address homelessness in Benton County; and

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts and agreements on behalf of the such county and have the care of county property and management of county funds and business; and

**WHEREAS**, under the authority of RCW 36.22.179 and Chapter 43 43.185C RCW, the Board of Commissioners constitutes the legislative authority of Benton County and desires to enter into an interlocal agreement with the Cities of Benton City, Kennewick, Prosser, Richland and West Richland for providing for homeless housing and assistance projects and programs as intended in HB 2163; NOW THEREFORE,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves the attached Interlocal Agreement between Benton County, and: the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland, and the City of West Richland for the collection, administration and expenditure of homeless housing funds; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences upon execution by Benton County Commissioners and shall terminate 5 years thereafter.

Dated this . . . day of . . . , 2012

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

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

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

**WHEN RECORDED RETURN TO:**

City of Benton City 708 Ninth Street PO Box 70 Benton City, WA 99320	City of Kennewick 210 West Sixth PO Box 6108 Kennewick, WA 99336	City of Prosser 601 Seventh PO Box 271 Prosser, WA 99350	City of Richland 505 Swift Blvd PO Box 190 Richland, WA 99352	City of West Richland 3801 Van Giesen St West Richland, WA 99353
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**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BENTON, AND:  
THE CITY OF BENTON CITY, THE CITY OF KENNEWICK, THE CITY OF  
PROSSER, THE CITY OF RICHLAND, AND THE CITY OF WEST RICHLAND;  
FOR PROVIDING FOR LOCAL HOMELESS HOUSING AND  
ASSISTANCE PLANS AND PROGRAMS**

This Interlocal Agreement, hereinafter referred to as "Agreement," is entered into between Benton County, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," with its principal offices located at Post Office Box 150, Prosser Washington, 99350; the City of Benton City, a municipal corporation with its principal offices located at 708 Ninth Street, Benton City, Washington 99320; the City of Kennewick, a municipal corporation with its principal offices located at 210 West Sixth, Kennewick, Washington 99336; the City of Prosser, a municipal corporation with its principal offices located at 601 Seventh, Prosser, Washington 99350; the City of Richland, a municipal corporation with its principal offices located at 505 Swift Boulevard, Richland, Washington 99352; and the City of West Richland, a municipal corporation with its principal offices located at 3801 Van Giesen Street, West Richland, Washington 99353; hereinafter all the aforementioned cities referred to collectively as "CITIES."

This Agreement is entered into by the COUNTY under the authority of RCW 36.32.120, RCW 36.22.179, and Chapter 43.185C RCW. This Agreement is entered into by the CITIES under authority of RCW 36.22.179 and Chapter 43.185C RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

**Sec. 1. Purpose:**

j. Amending Benton County Resolution  
2012-025; Amending Payment to Apollo Sheet  
Metal

	<u>TYPE OF ACTION NEEDED</u>	
AGENDA ITEM: <u>Consent</u>	Executive Contract <u>XX</u>	Consent Agenda <u>xx</u>
MEETING DATE: B/C 09/25/12 F/C 10-3-12	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Amend Benton and Franklin Counties Resolution	Pass Ordinance	1st Discussion
Prepared By: Toni Lehman	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

**BACKGROUND INFORMATION**

Apollo Sheet Metal was previously found to be a sole source supplier for the heating and air conditioning units installed at the Benton-Franklin Counties Juvenile Justice Center and such remains the case. Apollo is familiar with our facility and equipment and has provided service to BFJJC since August of 2006.

**SUMMARY**

Benton County Resolution No. 2012-025 and Franklin County Resolution No. 2012-015 authorizes a maximum amount payable by the Counties for \$14,300.00 for preventative maintenance. Exhibit A further states as a support contract customer, the Benton-Franklin Counties Juvenile Justice Center will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them. The Benton-Franklin Counties Juvenile Justice Center requires the replacement of parts and labor that will exceed the \$14,300.00, plus WSST.

**RECOMMENDATION**

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the amended Resolution to amend the do not exceed amount to \$35,000.00, plus WSST.

**FISCAL IMPACT**

The budget amount is \$35,000 plus WSST to be paid out of the Facilities Budget (0115-101) Dept. 172 Juvenile Justice Center Budget. No supplemental required.

**MOTION**

I move that the Boards of Commissioners of Benton and Franklin Counties sign the amended Resolution

**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 CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS TO AMENDED BENTON COUNTY RESOLUTION NUMBER 2012 -025 AND FRANKLIN COUNTY RESOLUTION NUMBER 2012-015.**

**WHEREAS**, Sharon Paradis, Administrator of the Juvenile Court believes it is in the best interest of the Juvenile Justice Center to amend the Resolution numbered as Benton County Resolution No. 2012-025 and executed on January 10, 2012, and Franklin County Resolution No. 2012 015 and executed on January 4, 2012 amending the maximum amount payable to Apollo Sheet Metal by the Counties; and

**WHEREAS**, Benton County Resolution No. 2012-025 and Franklin County Resolution No. 2012-015 authorizes a maximum amount payable by the Counties for fourteen thousand three hundred dollars (\$14,300.00) plus WSST; and

**WHEREAS**, Exhibit A, Preventative Maintenance states that preventative maintenance is not to exceed \$14,300.00. Exhibit A, Preventative Maintenance further states as a support contract customer the Benton-Franklin Counties Juvenile Justice Center will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them; and

**WHEREAS**, the Benton-Franklin Counties **Juvenile Justice Center requires the replacement of parts and labor that will exceed \$14,300.00; NOW THEREFORE**

**BE IT RESOLVED**, the maximum amount payable by the Counties to Apollo is hereby amended to a not to exceed amount of thirty five thousand dollars (\$35,000) plus WSST, 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 the amended Resolution.

**DATED** this 25th day of September 2012  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 3rd day of October 2012  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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Chairman of the Board

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Chairman of the Board

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Member

---

Chairman Pro Tem

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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

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Clerk of the Board

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

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

Requested meeting date: **September 25, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler have provided written notice of their intent to terminate their Benton County Superior Court public defense contracts. With the exception of Kevin Holt, whose notice was dated September 5, all of these notices were dated September 6, 2012. Pursuant to the terms of their agreements, the effective date of the termination is 90 days from notice, or December 4, 2012 for Kevin Holt and December 5, 2012 for the remaining attorneys.

**SUMMARY**

Request approval of the proposed resolutions terminating the Benton County Superior Court public defense contracts of attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler as requested in writing by each of the referenced attorneys.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF THE TERMINATION OF THE SUPERIOR COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY SAL MENDOZA**

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

**WHEREAS**, Benton County presently contracts with attorney Sal Mendoza (Resolution 10-772 as amended by Resolution 2012-202), among others, to provide such indigent defense services in Benton County Superior Court; and

**WHEREAS**, the professional services agreement with attorney Mendoza provides, in Section 9(c), that either party may elect to terminate the agreement with 90 days advance notice in writing; and

**WHEREAS**, attorney Mendoza has provided such notice in writing on September 6, 2012; and

**WHEREAS**, pursuant to said Section 9(c) of the agreement with attorney Mendoza the effective date of the termination of his professional services agreement should be December 5, 2012;

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement for Superior Court public defense services with attorney Sal Mendoza, executed pursuant to Resolution 10-772, as amended by Resolution 2012-202, be terminated as requested by attorney Mendoza, effective December 5, 2012.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

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

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

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

**BENTON COUNTY  
 BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

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

Requested meeting date: **September 25, 2012**  
 Presentation length:  
 Presenting elected office/department: **OPD**  
 Prepared by: **Eric Hsu**  
 Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler have provided written notice of their intent to terminate their Benton County Superior Court public defense contracts. With the exception of Kevin Holt, whose notice was dated September 5, all of these notices were dated September 6, 2012. Pursuant to the terms of their agreements, the effective date of the termination is 90 days from notice, or December 4, 2012 for Kevin Holt and December 5, 2012 for the remaining attorneys.

**SUMMARY**

Request approval of the proposed resolutions terminating the Benton County Superior Court public defense contracts of attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler as requested in writing by each of the referenced attorneys.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF THE TERMINATION OF THE SUPERIOR COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY KEVIN HOLT**

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

**WHEREAS**, Benton County presently contracts with attorney Kevin Holt (Resolution 10-814), among others, to provide such indigent defense services in Benton County Superior Court; and

**WHEREAS**, the professional services agreement with attorney Holt provides, in Section 9(c), that either party may elect to terminate the agreement with 90 days advance notice in writing; and

**WHEREAS**, attorney Holt has provided such notice in writing on September 5, 2012; and

**WHEREAS**, pursuant to said Section 9(c) of the agreement with attorney Holt the effective date of the termination of his professional services agreement should be December 4, 2012;

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement for Superior Court public defense services with attorney Kevin Holt, executed pursuant to Resolution 10-814, be terminated as requested by attorney Holt, effective December 4, 2012.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

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

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

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

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

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

Requested meeting date: **September 25, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler have provided written notice of their intent to terminate their Benton County Superior Court public defense contracts. With the exception of Kevin Holt, whose notice was dated September 5, all of these notices were dated September 6, 2012. Pursuant to the terms of their agreements, the effective date of the termination is 90 days from notice, or December 4, 2012 for Kevin Holt and December 5, 2012 for the remaining attorneys.

**SUMMARY**

Request approval of the proposed resolutions terminating the Benton County Superior Court public defense contracts of attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler as requested in writing by each of the referenced attorneys.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF THE TERMINATION OF THE SUPERIOR COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY SCOTT JOHNSON**

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

**WHEREAS**, Benton County presently contracts with attorney Scott Johnson (Resolution 10-766 as amended by Resolution 2012-201), among others, to provide such indigent defense services in Benton County Superior Court; and

**WHEREAS**, the professional services agreement with attorney Johnson provides, in Section 9(c), that either party may elect to terminate the agreement with 90 days advance notice in writing; and

**WHEREAS**, attorney Johnson has provided such notice in writing on September 6, 2012; and

**WHEREAS**, pursuant to said Section 9(c) of the agreement with attorney Johnson the effective date of the termination of his professional services agreement should be December 5, 2012;

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement for Superior Court public defense services with attorney Scott Johnson, executed pursuant to Resolution 10-766, as amended by Resolution 2012-201, be terminated as requested by attorney Johnson, effective December 5, 2012.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

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

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

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

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

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

Requested meeting date: **September 25, 2012**  
 Presentation length:  
 Presenting elected office/department: **OPD**  
 Prepared by: **Eric Hsu**  
 Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler have provided written notice of their intent to terminate their Benton County Superior Court public defense contracts. With the exception of Kevin Holt, whose notice was dated September 5, all of these notices were dated September 6, 2012. Pursuant to the terms of their agreements, the effective date of the termination is 90 days from notice, or December 4, 2012 for Kevin Holt and December 5, 2012 for the remaining attorneys.

**SUMMARY**

Request approval of the proposed resolutions terminating the Benton County Superior Court public defense contracts of attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler as requested in writing by each of the referenced attorneys.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF THE TERMINATION OF THE SUPERIOR COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY LARRY ZEIGLER**

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

**WHEREAS**, Benton County presently contracts with attorney Larry Zeigler (Resolution 10-769), among others, to provide such indigent defense services in Benton County Superior Court; and

**WHEREAS**, the professional services agreement with attorney Zeigler provides, in Section 9(c), that either party may elect to terminate the agreement with 90 days advance notice in writing; and

**WHEREAS**, attorney Zeigler has provided such notice in writing on September 6, 2012; and

**WHEREAS**, pursuant to said Section 9(c) of the agreement with attorney Zeigler the effective date of the termination of his professional services agreement should be December 5, 2012;

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement for Superior Court public defense services with attorney Larry Zeigler, executed pursuant to Resolution 10-769, be terminated as requested by attorney Zeigler, effective December 5, 2012.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

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

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

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

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

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

Requested meeting date: **September 25, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler have provided written notice of their intent to terminate their Benton County Superior Court public defense contracts. With the exception of Kevin Holt, whose notice was dated September 5, all of these notices were dated September 6, 2012. Pursuant to the terms of their agreements, the effective date of the termination is 90 days from notice, or December 4, 2012 for Kevin Holt and December 5, 2012 for the remaining attorneys.

**SUMMARY**

Request approval of the proposed resolutions terminating the Benton County Superior Court public defense contracts of attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler as requested in writing by each of the referenced attorneys.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF THE TERMINATION OF THE SUPERIOR COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY GARY METRO**

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

**WHEREAS**, Benton County presently contracts with attorney Gary Metro (Resolution 10-771), among others, to provide such indigent defense services in Benton County Superior Court; and

**WHEREAS**, the professional services agreement with attorney Metro provides, in Section 9(c), that either party may elect to terminate the agreement with 90 days advance notice in writing; and

**WHEREAS**, attorney Metro has provided such notice in writing on September 6, 2012; and

**WHEREAS**, pursuant to said Section 9(c) of the agreement with attorney Metro the effective date of the termination of his professional services agreement should be December 5, 2012;

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement for Superior Court public defense services with attorney Gary Metro, executed pursuant to Resolution 10-771, be terminated as requested by attorney Metro, effective December 5, 2012.

**Dated this . . . . . day of . . . . ., 20 . . . .**

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

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

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

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

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

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

Requested meeting date: **September 25, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler have provided written notice of their intent to terminate their Benton County Superior Court public defense contracts. With the exception of Kevin Holt, whose notice was dated September 5, all of these notices were dated September 6, 2012. Pursuant to the terms of their agreements, the effective date of the termination is 90 days from notice, or December 4, 2012 for Kevin Holt and December 5, 2012 for the remaining attorneys.

**SUMMARY**

Request approval of the proposed resolutions terminating the Benton County Superior Court public defense contracts of attorneys Kevin Holt, Scott Johnson, Dan Arnold, Gary Metro, Sal Mendoza and Larry Zeigler as requested in writing by each of the referenced attorneys.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF THE TERMINATION OF THE SUPERIOR COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY DAN ARNOLD**

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

**WHEREAS**, Benton County presently contracts with attorney Dan Arnold (Resolution 10-767), among others, to provide such indigent defense services in Benton County Superior Court; and

**WHEREAS**, the professional services agreement with attorney Arnold provides, in Section 9(c), that either party may elect to terminate the agreement with 90 days advance notice in writing; and

**WHEREAS**, attorney Arnold has provided such notice in writing on September 6, 2012; and

**WHEREAS**, pursuant to said Section 9(c) of the agreement with attorney Arnold the effective date of the termination of his professional services agreement should be December 5, 2012;

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement for Superior Court public defense services with attorney Dan Arnold, executed pursuant to Resolution 10-767, be terminated as requested by attorney Arnold, effective December 5, 2012.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

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

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

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

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

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

Requested meeting date: **September 25, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorney Keith Hilde has elected to terminate his contract for public defense services in Benton & Franklin Counties Juvenile Court and as a result it was necessary to procure the services of another attorney to replace him. After a Request for Qualifications process, it was determined that attorney Christine Bennett would be suitable for this contract and a contract offer was extended to her.

**SUMMARY**

Request for execution of public defense services contract with Christine Bennett to replace attorney Keith Hilde who has elected to terminate his contract with Benton & Franklin Counties.

**RECOMMENDATION**

Approve resolution. Execute.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

**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 A PROFESSIONAL SERVICES AGREEMENT WITH  
ATTORNEY CHRISTINE BENNETT TO PROVIDE PUBLIC DEFENSE SERVICES IN THE  
JUVENILE DIVISION OF THE BENTON & FRANKLIN COUNTIES SUPERIOR COURT**

**WHEREAS**, per Benton County resolution 2012-059, "...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 & Franklin Counties are obligated by law to provide indigent defense services to juveniles charged with criminal offenses in the Juvenile Division of the Benton & Franklin Counties Superior Court; and

**WHEREAS**, Benton & Franklin Counties previously contracted with attorney Keith Hilde to provide public defense services in the Juvenile Division of the Benton & Franklin Counties Superior Court; and

**WHEREAS**, attorney Keith Hilde has elected to terminate his contract effective October 15, 2012; and

**WHEREAS**, it was therefore necessary to contract with another attorney to take the place of attorney Hilde; and

**WHEREAS**, after a Request for Qualifications process, it was determined that attorney Christine Bennett was most qualified to be awarded a contract to replace attorney Hilde and that it appears to be in the best interests of both Benton & Franklin Counties to contract with her;

**NOW THEREFORE, BE IT RESOLVED THAT** the proposed professional services agreement, designated BFJC1214CB001 with attorney Christine Bennett, for public defense services in the Juvenile Division of the Benton & Franklin Counties Superior Court be executed as presented. The presented agreement commences September 15, 2012 and expires on December 31, 2014. Be it further resolved that the Chairman of each respective Board be authorized to sign the professional services agreement on behalf of the entire Board.

**Dated this ..... day of ....., 20 .....**

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

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

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

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

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

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

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

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

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

# 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

## PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1214CB001

**THIS AGREEMENT** is entered into by and between **Christine Bennett**, attorney at law, Washington State Bar Association #41305 ("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").

### **THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Counties and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **15<sup>th</sup> day of September, 2012** and shall continue thereafter through and including the **31st day of December, 2014**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **710 ½ the Parkway, Richland, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 943-0654** and **(509) 943-8565** respectively; and Attorney's current office/work e-mail address is **Christine.Kaattari@gmail.com**. *christine.kaattari@gmail.com*

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 25 Sep 2012</b> <b>Subject: HRP website</b> <b>Memo Date: 18 Sep 2012</b> <b>Prepared By: AJF</b> <b>Reviewed By: AJF</b>	<b>Execute Contract</b> <b>Pass Resolutions X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**NOTE: I AM USING THE SAME AGENDA ITEM COVER SHEET FOR BOTH RELATED ITEMS**

**SUMMARY & BACKGROUND**

This project will result in a long-desired product that will help to market Horn Rapids Park (specifically, the Campground) and to a wider extent the whole park system, and make management of the Campground magnitudes easier over the long haul, saving both staff time and headache.

Benton County Parks will be working with local tech firm Ikon MG of Kennewick to design and maintain a new website for the park that will allow for reservations at the park and online payments to be made for camping. These are options we are not currently able to offer, and these sorts of features are not compatible with our current County website architecture.

The website format and operating code are based directly on the site that the Port of Benton has been operating for Crow Butte Park for the past few years. That site can be viewed at [www.crowbutte.com](http://www.crowbutte.com).

I interviewed the Port a few times to gauge their opinions on how things have run at Crow Butte. They could not be more emphatic about their enthusiasm for the website and for the vendor that built it (Ikon). So this is why we have chosen a similar route.

The new site will be located at [www.hornrapidspark.com](http://www.hornrapidspark.com). We will still maintain an informational page for Horn Rapids on the County site that will link out to the new site. The new site will be device-adaptive – a very cool feature being rolled-out slowly across the web that automatically adapts the site to the device of the end user, be it a large screen desktop, a tablet, or a mobile phone. Once there, there will be an informational website that is graphics rich, ultimately leading to a reservations platform where, using a map feature, the user will be able to reserve specific campsites in the main Campground or the Horse Camp – as well as the multi-purpose building – then pay via credit card. Ikon will also do some Internet marketing of the site (i.e., the park). Refunds will be handled through “rain check” vouchers, not dollars, as that is difficult for us to process here at the County.

My office will still maintain ‘blackout’ capability, to lock-in certain dates for known annual special events or other large scale uses.

Our main goals with the project:

- Increase use of the Campground through greater visibility, including better marketing of the Horse Camp and Meacham Hall.
- Allow for personal reservations. We have never offered reservations for individuals or small groups (though we do handle them for some large groups throughout the year).
- Allow for credit/debit card payment (we currently only accept cash and checks). This will also help us with our Canadian customers, as processing their cash is a pain, but we accommodate it.
- Allow people to select specific sites ahead of time.
- Reduce staff time used in dealing with Campground issues (Mark, Cami, and Adam).
- Reduce money handling by staff.

We will roll the product out slowly over the winter so that we can adapt to something that will be very new for us. The Port has said there is some learning curve and working-out of the kinks, but when it all falls into place it is great. We will probably "go live" – quietly, around the end of the year; then hope to start publicizing the site actively sometime around March or April. We may also look at adjusting the pricing structure... We have never raised the rates at the park since 1999. We have thought about keeping the original rates for online payment, but raising them slightly for onsite cash/check payment as an incentive to pay online via card. These things need to be evaluated and discussed over time.

## **TWO CONTRACTS**

There are two separate yet closely-related contracts for Commissioner consideration today. We broke it out this way at the advice of counsel.

1. What I refer to as the "front end" – the Web Graphics and Navigation Plan: This is where Ikon develops the layout, the graphics, the map, and the navigation for the website. The DESIGN, so to speak.
2. The "back end" – the Web Programming and Maintenance Plan: This registers the website and turns it 'on'. Provides marketing, implements the interactivity and payment capabilities, and maintains and hosts the site until the end of 2013. The IMPLEMENTATION, so to speak.

At the end of 2013, we will have a decision to make in regards to our satisfaction with the product. At that time we can choose to renew a contract with Ikon for continued hosting and maintenance.

## **FISCAL IMPACT**

Both contracts are to be paid from the Park Development Fund (PDF), and there is budget available for the project. Currently, the Campground at Horn Rapids Park produces an average of about \$16,000 per year in revenue, which is directed back into the PDF. Staff's goal is to get this to over \$20,000 per year in the near term, as well as increase use of the Horse Camp and Meacham Hall; and the website will directly help with these goals immediately. It will "pay for itself", so to speak.

1. "Front End" -- \$4350.00
2. "Back End" -- \$5760.00

Total of two contracts – \$10,110.00

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A CONTRACT FOR THE CREATION OF A NEW INTERNET WEBSITE FEATURING BENTON COUNTY'S HORN RAPIDS PARK

**WHEREAS**, the Benton County Parks Department desires to create a new website for the County's Horn Rapids Park for the purposes of better marketing the park and its amenities, specifically the Campground; and to introduce through the new website, a system for users to reserve space at the Campground and make payments for use of the Campground "online"; and,

**WHEREAS**, a local vendor – Ikon MG of Kennewick – has been recommended to Benton County by the Port of Benton which operates a similar website with the same features for Crow Butte Park, which the Port manages; and,

**WHEREAS**, Ikon MG is found to have all of the capabilities desired by Benton County for this project and can deliver those services within a timeframe and budget that meets the needs of the Parks Department; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Benton County Board of Commissioners that the Chairman of the Board is directed to sign a contract with Ikon MG of Kennewick for the "Web Graphics and Navigation Plan" elements described in the workscope of the contract needed to design a new website for the County featuring Horn Rapids Park.

**BE IT FURTHER RESOLVED**, that the amount payable by Benton County per this contract shall not exceed \$5,000.00 and shall be paid from the Park Development Fund.

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: Parks file  
cc: Prosecutor (Ozuna)

Prepared by: A.J. Fyall

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **IKON MARKETING GROUP**, with its principal offices at 8905 W Gage Blvd, Suite 204, 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 the following documents:

- a. **Exhibit "A" - Proposal for Web Graphics and Navigation Plan.**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on 4/30/2013. 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.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to develop a website graphic layout for Horn Rapids Park. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 25 Sep 2012</b> <b>Subject: HRP website</b> <b>Memo Date: 18 Sep 2012</b> <b>Prepared By: AJF</b> <b>Reviewed By: AJF</b>	<b>Execute Contract</b> <b>Pass Resolutions X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**NOTE: I AM USING THE SAME AGENDA ITEM COVER SHEET FOR BOTH RELATED ITEMS**

**SUMMARY & BACKGROUND**

This project will result in a long-desired product that will help to market Horn Rapids Park (specifically, the Campground) and to a wider extent the whole park system, and make management of the Campground magnitudes easier over the long haul, saving both staff time and headache.

Benton County Parks will be working with local tech firm Ikon MG of Kennewick to design and maintain a new website for the park that will allow for reservations at the park and online payments to be made for camping. These are options we are not currently able to offer, and these sorts of features are not compatible with our current County website architecture.

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There are two separate yet closely-related contracts for Commissioner consideration today. We broke it out this way at the advice of counsel.

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2. The "back end" – the Web Programming and Maintenance Plan: This registers the website and turns it 'on'. Provides marketing, implements the interactivity and payment capabilities, and maintains and hosts the site until the end of 2013. The IMPLEMENTATION, so to speak.

At the end of 2013, we will have a decision to make in regards to our satisfaction with the product. At that time we can choose to renew a contract with Ikon for continued hosting and maintenance.

## **FISCAL IMPACT**

Both contracts are to be paid from the Park Development Fund (PDF), and there is budget available for the project. Currently, the Campground at Horn Rapids Park produces an average of about \$16,000 per year in revenue, which is directed back into the PDF. Staff's goal is to get this to over \$20,000 per year in the near term, as well as increase use of the Horse Camp and Meacham Hall; and the website will directly help with these goals immediately. It will "pay for itself", so to speak.

1. "Front End" -- \$4350.00
2. "Back End" -- \$5760.00

Total of two contracts – \$10,110.00

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A CONTRACT FOR THE MAINTENANCE OF A NEW INTERNET WEBSITE FEATURING BENTON COUNTY'S HORN RAPIDS PARK

**WHEREAS**, the Benton County Parks Department desires to create a new website for the County's Horn Rapids Park for the purposes of better marketing the park and its amenities, specifically the Campground; and to introduce through the new website, a system for users to reserve space at the Campground and make payments for use of the Campground "online"; and,

**WHEREAS**, a local vendor – Ikon MG of Kennewick – has been recommended to Benton County by the Port of Benton which operates a similar website with the same features for Crow Butte Park, which the Port manages; and,

**WHEREAS**, Ikon MG has been contracted by Benton County to design and construct the new website for Horn Rapids Park, and also has the capabilities to host and maintain the website, including implementation of payment and receipts architecture that will get reservations information and funds received to Benton County; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Benton County Board of Commissioners that the Chairman of the Board is directed to sign a contract with Ikon MG of Kennewick for the "Web Programming and Maintenance Plan" elements described in the workscope of the contract needed to implement, host, and maintain the new website for the County featuring Horn Rapids Park.

**BE IT FURTHER RESOLVED**, that the amount payable by Benton County per this contract shall not exceed \$6,000.00 and shall be paid from the Park Development Fund.

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: Parks file  
cc: Prosecutor (Ozuna)

Prepared by: A.J. Fyall

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **IKON MARKETING GROUP**, with its principal offices at 8905 W Gage Blvd, Suite 204, 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 the following documents:

- a. **Exhibit "A" - Proposal for Web Programming and Maintenance Plan for Horn Rapids Park.**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on 12/31/2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide programming and a maintenance plan for the website that was designed for Horn Rapids Park. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 9/25/2012 <b>Subject:</b> Rescinding Resolution 08-799 <b>Prepared by:</b> M. Wenner	<b>Execute Contract</b> <b>Pass Resolution</b> X <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> X <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

In 2007, legislation was enacted to define the policy and procedure for hiring PERS Plan 1 retirees. In accordance with RCW 41.40.037, Benton County adopted the Hiring Policy for Employees Retired Under PERS Plan 1, Resolution 08 799. New legislation was enacted that allows PERS Plan 1 retirees to work for up to 867 hours of service in a calendar year without reduction in pension and no longer allows PERS Plan 1 retirees to work up to 1,500 hours. In addition, the new legislation no longer requires the county to have a policy and procedure on the process for hiring PERS Plan 1 retirees. Therefore, the Personnel/Risk Manager has prepared a resolution rescinding Resolution 08-799.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners sign the Resolution rescinding Resolution 08-799.

**FISCAL IMPACT**

There is no fiscal effect or supplement required.

# RESOLUTION

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

**IN THE MATTER OF RESCINDING RESOLUTION 08-799 REGARDING  
HIRING POLICY FOR EMPLOYEES RETIRED UNDER PERS PLAN 1**

**WHEREAS**, in 2007 legislation was enacted to define the policy and procedures for hiring Public Employees Retirement System (PERS) Plan 1 retirees, in accordance with RCW 41.40.037; and

**WHEREAS**, per Resolution 08-799 Benton County adopted the Hiring Policy for Employees Retired Under PERS Plan 1 to be in compliance with RCW 41.40.037; and

**WHEREAS**, Washington state law allowed for eligible PERS Plan 1 retirees to work up to 1,500 hours before their pension was suspended; and

**WHEREAS**, to prevent pensions for PERS Plan 1 retirees from being suspended after 867 hours, Resolution 08-799 was adopted in accordance with RCW 41.40.037; and

**WHEREAS**, new legislation was enacted effective January 1, 2012, that allows PERS Plan 1 retirees to work for up to 867 hours of service in a calendar year without reduction in pension and no longer allows PERS Plan 1 retirees to work up to 1,500 hours; and

**WHEREAS**, Benton County is no longer required to have a policy and procedure in place as a result of this change in legislation; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby rescinds Resolution 08-799.

Dated this ..... day of ....., 20 .....

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

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

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

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

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/25/12 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 October 2012.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Request signatures approving Employee of the Month for October 2012.

**FISCAL IMPACT**

No fiscal impact.

<b><u>AGENDA ITEM</u></b>		<b><u>TYPE OF ACTION NEEDED</u></b>		
<b>Meeting Date:</b>	<b><u>9/25/2012</u></b>	<b>Execute Contract</b>	<u>  </u> <b>x</b> <u>  </u>	<b>Consent Agenda</b>
<b>Subject:</b>	<b><u>Penser TPA Agreement</u></b>	<b>Pass Resolution</b>	<u>  </u>	<b>Public Hearing</b>
<b>Prepared by:</b>	<b><u>M. Wenner</u></b>	<b>Pass Ordinance</b>	<u>  </u>	<b>1st Discussion</b>
<b>Reviewed by:</b>	<b><u>R. Lukson</u></b>	<b>Pass Motion</b>	<u>  </u>	<b>2nd Discussion</b>
		<b>Other</b>	<u>  </u>	<b>Other</b>

**BACKGROUND INFORMATION**

Penser NorthAmerica, Inc. has provided third party administrative services to Benton County for our self-insured workers' compensation program. The Personnel/Risk Manager has reviewed their proposal and recommends Benton County continue its working relationship with Penser. Penser has had no turnover in staff which provides continuity and consistency in the service Benton County receives; they are proactive in their claims management which results in claims cost control; they are very familiar with our departments, services, and exposures; they have a local office in Richland which allows for face to face quarterly claims meetings to discuss our more difficult claims; etc.

As a result of these services and effective loss control, Benton County has seen a decrease in claims costs over the last few years which resulted in lower workers' compensation assessments for the 2013-2014 budget.

**SUMMARY**

The Personnel/Risk Manager recommends entering into a 3 year agreement with Penser NorthAmerica, Inc. for workers' compensation third party administration.

**RECOMMENDATION**

Recommend approval of the Personal Service Contract for Self-Insured Workers' Compensation Third Party Administrator Services.

**FISCAL IMPACT**

Not to exceed \$18,696 per year including WSST.

# RESOLUTION

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

**IN THE MATTER OF AWARDING PENSER NORTHAMERICA, INC. A PERSONAL SERVICE CONTRACT FOR SELF-INSURED WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES**

**WHEREAS**, per resolution 2012-059, ...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, the Personnel/Risk Manager received a proposal for the third party administrative services for Benton County's Self-Insured Workers' Compensation program in the amount of \$18,696 per year including WSST; and

**WHEREAS**, the Personnel/Risk Manager reviewed the proposal and recommends award of said services to Penser NorthAmerica, Inc.; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby agrees with the Personnel/Risk Manager's recommendation and awards Penser NorthAmerica, Inc. the contract for workers' compensation third party services not to exceed \$18,696 per year, including WSST; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the agreement attached hereto for said services; and

**BE IT FURTHER RESOLVED**, the term of the agreement commences October 1, 2012 and expires September 30, 2015.

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

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and PENSER NORTH AMERICA, INC., with its principal offices at 1818 Terminal Drive, Richland, WA 99354 and Corporate Offices at 700 Sleater-Kinney Road SE, Ste. B, #170. Lacey, WA 98503, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **Exhibit A, Workers' Compensation Services**

2. DURATION OF CONTRACT

The term of this Contract shall begin **October 1, 2012**, and shall expire on **September 30, 2015**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. 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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	10-02-2012	Execute Contract :	
Subject :	Short Plat	Pass Resolution :	X
Prepared by :	SWB	Pass Ordinance :	
Reviewed by :		Pass Motion :	
		Other :	Sign Mylar
		Consent Agenda :	X
		Public Hearing :	
		1st Discussion :	
		2 <sup>nd</sup> Discussion :	
		Other :	

### BACKGROUND INFORMATION

The Benton County Mosquito Control District contacted Public Works requesting that they be allowed to lease a portion of the Prosser Maintenance Yard for the purpose of constructing a facility to store their vehicle in. Public Works presented the request to the Board of County Commissioners who gave approval of the request. As the lease was being prepared, the Prosecuting Attorney's Office informed us that it was illegal to lease a portion of our property, that we must short plat the land into lots and lease a lot to the Mosquito District. The short plat has been prepared and reviewed by all agencies that must review the short plat. The short plat is ready for the County's signature as owner and then will be sent to the Benton County planning Department for recording.

### SUMMARY

All work has been completed on the short plat. We now need to have the landowner's signature, Benton County, and move forward with the recording of the short plat.

### RECOMMENDATION

We recommend that the resolution be approved and the short plat be signed by the Chairman of the Board.

### FISCAL IMPACT

There is no fiscal impact to the County

### MOTION

Approve as a part of the consent agenda.

# RESOLUTION

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

IN THE MATTER OF COUNTY PROPERTY, RE: SHORT PLATTING PROPERTY AT  
PROSSER SHOP

WHEREAS, the Benton County Mosquito Control District has requested that they be allowed to lease a portion of the Public Works property located at 14303 North Hinzerling Road, Prosser, Washington for the purposes of locating a secured storage facility for their vehicles; and

WHEREAS, to be allowed to lease a portion of the said property, the property must be short platted into lots; and

WHEREAS, a short plat has been prepared by Stratton Surveying and Mapping, PC; reviewed by the Planning Department and corrected by the surveyor as a result of the review; and reviewed and approved by the Sunnyside Valley Irrigation District; and

WHEREAS, Benton County, as owner of the property, must sign the short plat prior to recording the short plat; NOW, THEREFORE

BE IT RESOLVED that the Chairman of the Board of County Commissioners is authorized to sign the short plat which divides the property located at 14303 North Hinzerling Road, Prosser, Washington into lots.

Dated this 25th day of September 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Orig.: Public Works

Steve Becken

RESOLUTION NO. \_\_\_\_\_  
 Road Program Item: 2012 One Year  
 Road Program

County Engineer Project No. 1964 PRES  
 Arterial  Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
 IN THE MATTER OF COUNTY ROADS, RE: HINZERLING ROAD OVERLAY

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to overlay with hot mix asphalt Hinzerling Road from King Tull Road to Snipes Road with the use of county forces and equipment.

Length of Project: 4.05± miles; Width of Roadbed:    ft.; Surface:    ft.; Pavement:    ft.  
 Type and depth of surfacing: Hot Mix Asphalt  
 Bridge    Irrigation Crossing: Length    ft.; Width    ft.  
 Estimated date of beginning: August 15, 2012; Estimated date of completion: September 15, 2012

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund		Total
Prel. Engr			0.00
Right-of-Way			0.00
Material	123,840.00		123,840.00
Day Labor	60,000.00		60,000.00
Contract			0.00
Const. Engr.			0.00
Contingencies			0.00
Total	183,840.00	0.00	183,840.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 25th day of September, 2012.

(SEAL)  Attest:  _____ Clerk of the Board	_____ Chairman  _____ Chairman Pro-Tem  _____ Member Constituting the Board of County Commissioners of Benton County, Washington.
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RESOLUTION NO. \_\_\_\_\_  
 Road Program Item: 2012 One Year  
 Road Program

County Engineer Project No. 1963 CRP  
 Arterial  Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
 IN THE MATTER OF COUNTY ROADS, RE: LOCUST GROVE ROAD DRIVEWAY CULVERT EXTENSION

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to extend the Locust Grove Road driveway culvert by 20 LF at Station 202+75 Left to allow for truck access at driveway with the use of county forces and equipment.

Length of Project: 0.003± miles; Width of Roadbed:    ft.; Surface:    ft.; Pavement:    ft.  
 Type and depth of surfacing: \_\_\_\_\_  
 Bridge    Irrigation Crossing: Length    ft.; Width    ft.  
 Estimated date of beginning: September 4, 2012; Estimated date of completion: September 30, 2012

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund			Total
Prel. Engr				0.00
Right-of-Way				0.00
Material	1,060.00			1,060.00
Day Labor	5,765.00			5,765.00
Contract				0.00
Const. Engr.				0.00
Contingencies	1,175.00			1,175.00
Total	8,000.00	0.00	0.00	8,000.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 25th day of September, 2012.

	_____ Chairman
(SEAL)	_____ Chairman Pro-Tem
Attest:	_____ Member
_____ Clerk of the Board	Constituting the Board of County Commissioners of Benton County, Washington.

RESOLUTION NO. \_\_\_\_\_  
 Road Program Item: 2012 One Year  
 Road Program

County Engineer Project No. 1967 PRES  
 Arterial  Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
 IN THE MATTER OF COUNTY ROADS, RE: HARRINGTON ROAD PRE-LEVEL

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to pre-level Harrington Road from MP 3.1 to MP 4.3 with hot asphalt pavement using county forces and equipment.

Length of Project: 1.25± miles; Width of Roadbed:    ft.; Surface:    ft.; Pavement:    ft.  
 Type and depth of surfacing: Hot Asphalt Pavement  
 Bridge    Irrigation Crossing: Length    ft.; Width    ft.  
 Estimated date of beginning: September 18, 2012; Estimated date of completion: October 15, 2012.

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund			Total
Prel. Engr				0.00
Right-of-Way				0.00
Material	65,000.00			65,000.00
Day Labor	25,310.00			25,310.00
Contract				0.00
Const. Engr.				0.00
Contingencies				0.00
Total	90,310.00	0.00	0.00	90,310.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 25th day of September, 2012.

\_\_\_\_\_  
Chairman

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

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

(SEAL)

Attest:

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

Orig.: Public Works

L. Moser

<p><b>AGENDA ITEM</b>  <b>MTG. DATE:</b> Sept. 25, 2012  <b>SUBJECT:</b> Final Plat of Riverdown Estates– SUB 06-04  <b>MEMO DATE:</b> Sept. 18, 2012  <b>Prepared By:</b> Michael Shuttleworth</p>	<p><b><u>TYPE OF ACTION NEEDED</u></b>  Execute Contract  Pass Resolution X  Pass Ordinance  Pass Motion X  Other</p>	<p>Consent Agenda  Public Meeting X  1st Discussion  2nd Discussion  Other</p>
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**BACKGROUND INFORMATION**

On November 20, 2006 the Benton County Board of County Commissioners approved the preliminary plat of Riverdown Estates, to create 18 residential lots from a 49.67-acre parcel. The preliminary plat was approved subject to 15 conditions. Those conditions have been completed for the Final Plat of Riverdown Estates and the final plat is being submitted to the Board for their approval and signature.

**SUMMARY**

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Riverdown Estates is ready for signature by the Chairman of the Board of County Commissioners.

**RECOMMENDATION**

It is the recommendation of the Benton County Planning Department that the Final Plat of Riverdown Estates – SUB 06-04 be approved and the Board of County Commissioners approve the attached resolution authorizing the chairman to sign the final plat

**FISCAL IMPACT**

Maintenance of new county roads.

**MOTION**

The Board of County Commissioners should make a motion to approve the Final Plat of Riverdown Estates, SUB 06-04 and the Chairman so indicate by signing the final plat.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF COUNTY PLANNING REGARDING: FINAL PLAT OF RIVERDOWN  
ESTATES – SUB 06-04. APPLICANT: DENNIS & RACHELLE PLEASANT. TAX PARCEL  
NUMBERS 1-3295-100-0014-001 & 1-3295-100-0013-000

WHEREAS, on November 20, 2006, the Benton County Board of County Commissioners approved the preliminary plat for Riverdown Estates; and,

WHEREAS, the Board of County Commissioners did conduct a public meeting on Tuesday, September 25, 2012, in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington to consider the final plat of the Riverdown Estates; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Riverdown Estates and has obtained all required signatures; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public will be served by the approval of the final plat of Riverdown Estates – SUB 06-04; NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Final Plat of Riverdown Estates – SUB 06-04 and the Chairman so indicate by signing the Final Plat of Riverdown Estates.

Dated this 25<sup>TH</sup> day of September 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

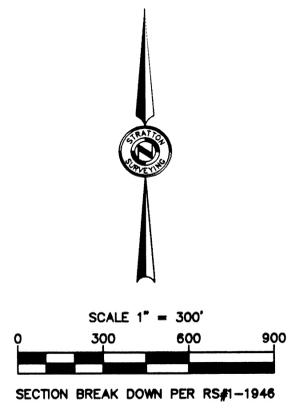
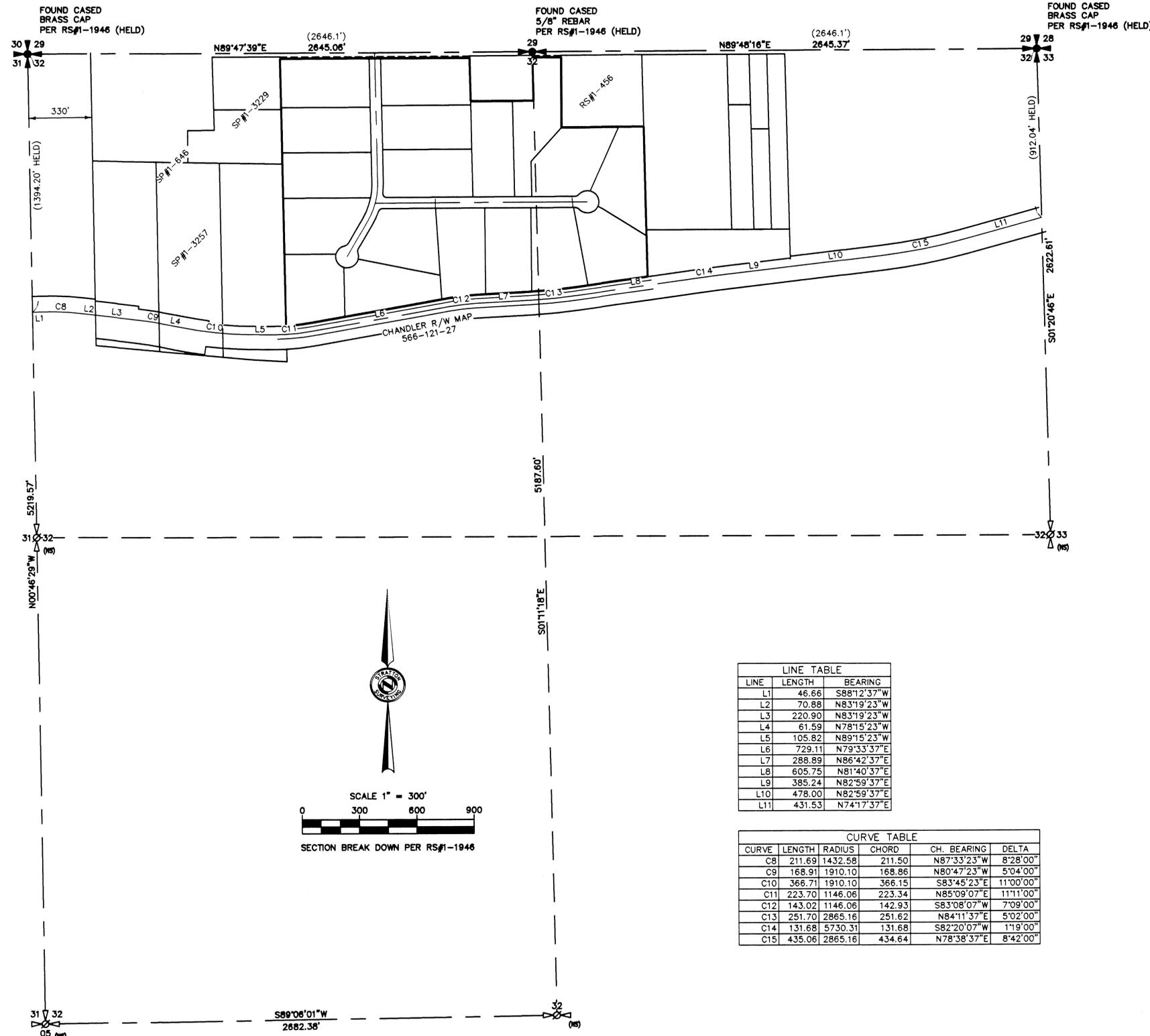
Attest.....  
Clerk of the Board

MES/djh



# THE FINAL PLAT OF RIVERDOWN ESTATES

N.E. 1/4 OF SEC 32, T.9 N., R.25 E., W.M.,  
BENTON COUNTY, WASHINGTON



LINE TABLE		
LINE	LENGTH	BEARING
L1	46.66	S88°12'37\"W
L2	70.88	N83°19'23\"W
L3	220.90	N83°19'23\"W
L4	61.59	N78°15'23\"W
L5	105.82	N89°15'23\"W
L6	729.11	N79°33'37\"E
L7	288.89	N86°42'37\"E
L8	605.75	N81°40'37\"E
L9	385.24	N82°59'37\"E
L10	478.00	N82°59'37\"E
L11	431.53	N74°17'37\"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	CH. BEARING	DELTA
C8	211.69	1432.58	211.50	N87°33'23\"W	8°28'00\"
C9	168.91	1910.10	168.86	N80°47'23\"W	5°04'00\"
C10	366.71	1910.10	366.15	S83°45'23\"E	11°00'00\"
C11	223.70	1146.06	223.34	N85°09'07\"E	11°11'00\"
C12	143.02	1146.06	142.93	S83°08'07\"W	7°09'00\"
C13	251.70	2865.16	251.62	N84°11'37\"E	5°02'00\"
C14	131.68	5730.31	131.68	S82°20'07\"W	1°19'00\"
C15	435.06	2865.16	434.64	N78°38'37\"E	8°42'00\"

### OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENT THAT DENNIS PLEASANT AND RACHELLE PLEASANT, HUSBAND AND WIFE, ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED; HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

*Dennis Pleasant*  
DENNIS PLEASANT  
*Rachelle Pleasant*  
RACHELLE PLEASANT

### ACKNOWLEDGEMENT

STATE OF Washington  
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DENNIS PLEASANT AND RACHELLE PLEASANT, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

DATE: 8/22/12  
*Daniel Joyce*  
NOTARY PUBLIC

1/14/13  
MY APPOINTMENT EXPIRES



### MORTGAGE HOLDER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENT THAT BANK REALE, ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED; HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

*Dennis Gisi*  
DENNIS GISI TITLE: CHAIRMAN, TRUSTEE

### ACKNOWLEDGEMENT

STATE OF Washington  
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DENNIS GISI IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE CHAIRMAN, TRUSTEE OF BANK REALE TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: 8/22/12  
*Daniel Joyce*  
NOTARY PUBLIC

1/14/13  
MY APPOINTMENT EXPIRES



**FINAL PLAT FOR  
DENNIS  
PLEASANT**

---

**STRATTON SURVEYING  
& MAPPING, PC**  
7525 W. DESCHUTES PL. UNIT 1C  
KENNEWICK, WA 99336  
(509) 735-7364  
FAX: (509) 735-6560  
stratton@strattonsurvey.com

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4565FP1.DWG © 2012

DATE: 06/07/12 SHT. 2 OF 2

DRAWN BY: AAD/DCI JOB # 4565

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012 AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M, AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_ AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR FEE NUMBER \_\_\_\_\_  
DEPUTY \_\_\_\_\_

