

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

## Board of County Commissioners

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



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

**AGENDA**  
**BOARD OF BENTON COUNTY COMMISSIONERS**  
**Regular Board Meeting**  
**Tuesday, June 18, 2013**  
**Benton County Courthouse, Prosser, WA**

9:00 AM

**Call to Order**

**Approval of Minutes**

❖ **June 11, 2013**

**Review Agenda**

**Consent Agenda**

**Auditor**

a. Line Item Transfer, Fund No. 0000-101, Dept. 102

**Central Services**

b. Award of Vendor Purchasing Agreement w/Abadan for Printer Cartridge Supplies

**Commissioners**

c. Canvassing Board Appointment

**Coroner**

d. Contract w/Dr. Sigmund Menchel for Forensic Pathology Services

**Facilities**

e. Contract w/Pacific Fire Inspection Services for Backflow Testing

**Human Services**

f. Contract w/Columbia River Plumbing & Mechanical LLC for Plumbing Services

g. Amended Contract w/Educational Service District 123 for Substance Abuse Treatment Svcs

h. Agreement w/Jennifer Dorsett for Community Prevention Coordinator

i. Contract w/Three Brothers Cleaning for Janitorial Services

**Juvenile**

j. Contract w/Elmenhurst Counseling LLC for Family Therapy

k. Amended Contract w/Connections Consulting for Interpreter Services

l. Amended Contract w/M Rudeen for Interpreter Services

**Office of Public Defense**

m. Copier Lease Agreement w/Ricoh, USA

**Public Works**

n. Amended Agreement w/State of WA, Dept of Ecology for Solid Waste Grant

**Sheriff**

o. Line Item Transfer, Fund No. 0000-101, Dept. 120

p. Line Item Transfer, Fund No. 0000-101, Dept. 121

q. Line Item Transfer, Fund No. 0000-101, Dept. 120 to 121

r. Contract w/Crystal Clear Auto Glass, LLC for Automotive Glass Repair or Replacement

s. Contract w/Tri-Cities Battery, Inc. for Automotive Battery Maintenance & Replacement

t. Central Washington Law Enforcement Regional Network Termination Agreement

u. First Contract Amendment w/City of Kennewick for the Provision of Work Crews

**Scheduled Business**

Financial & Federal Audit Entrance Conference w/WA State Auditor's Office ~ L Noland

Amendment to the FY13 WA State Recreational Boating Safety Program Grant ~ C Vannoy

Interlocal Agreement for the Byrne Justice Assistance Grant ~ C Vannoy

Support for the Fair Housing Policy ~ E Thornbrugh

Support for Residential Anti-Displacement & Relocation Assistance Plan Policy ~ E Thornbrugh

Storage Area Network (SAN) Expansion Discussion ~ R Heard

Yakima Basin Fish & Wildlife Recovery Board ~ A Fyall & A Conley

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, June 11, 2013, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; County Engineer Daniel Ford; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Jacki Lahtinen, District Court; Clerk Josie Delvin; Kenn Denn, Bob Woody, and Robert Heard, Central Services; Susan Walker and RJ Lott, Planning; Sue Schuetze, Public Works; Rosie Sparks, Auditor's Office; Bryan Perry, Safety Coordinator; Lexi Wingfield, Personnel; Dean Docken, Facilities; Nick Kooiker, Treasurer's Office.

**Approval of Minutes**

The Minutes of June 4, 2013 were approved.

**Consent Agenda**

**MOTION:** Commissioner Beaver moved to approve the consent agenda items "a" through "v", pulling "d" (Design West Architects Amendment). Commissioner Delvin seconded and upon vote, the Board approved the following:

**Auditor**

- a. Line Item Transfer, Fund No. 0111-101, Dept. 000

**Central Services**

- b. Purchase Agreement w/Cerium for System Upgrade

**Commissioners**

- c. Master Contract Usage Agreement w/St of WA, Department of Enterprise Services

**District Court**

- e. Line Item Transfer, Fund No. 0131-101, Dept. 000

**Facilities**

- f. Contract w/Banlin Construction LLC for Prosser Courthouse Tenant Improvement Project

- g. Purchase Authorization of Air Filters for HVAC from Total Filtration Services

**Fairgrounds**

- h. Contract w/Stratton Surveying & Mapping, PC for Locating & Adjusting Parcel Boundaries

**Human Services**

- i. Line Item Transfer, Fund No. 0108-101, Dept. 504
- j. Amended Agreement w/First Steps Community Counseling Services for Substance Abuse Treatment Services
- k. Hardware & Software Maintenance Agreement w/IBM & Netsmart Technologies, Inc.

**Juvenile**

- l. Line Item Transfer, Fund No. 0115-101, Dept. 171
- m. Contract w/Michael Henry for Sex Offenders Treatment Services
- n. Termination of 2001 Contract w/Ruegsegger Polygraph Services
- o. Contract w/Ruegsegger Polygraph Services for Polygraph Examinations

**Office of Public Defense**

- p. Line Item Transfer, Fund No. 0000-101, Dept. 136

**Prosecuting Attorney**

- q. Copier Lease Agreement w/Abadan

**Public Works**

- r. Bid Award to Tapani, Inc. for Travis Road Project
- s. Purchase Authorization for Pavement Marking Material from Flint Trading, Inc.
- t. Public Hearing Authorization for 6 Year Road Program
- u. City of Grandview Equipment Maintenance Agreement
- v. Surplus of Personal Property

**Consent Item “d” Amended Contract w/Design West Architects for Architectural & Engineering**

Chairman Small said the agreement gave authorization to the County Administrator to approve proposals up to \$25,000, but he wanted to have the resolution rescinded if Mr. Sparks ever left his position.

**MOTION:** Commissioner Beaver moved to approve “d” (Amended Contract w/Design West Architects for Architectural & Engineering). Commissioner Delvin seconded and upon vote, the motion carried.

**Public Hearing C & M Orchards, Inc. Franchise**

Sue Schuetze presented a petition for a nonexclusive franchise to place a water distribution system within County road right of way in the Roza vicinity in Benton County.

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

**MOTION:** Commissioner Beaver moved to approve the petition for nonexclusive franchise filed by C & M Orchards, Inc. as presented with conditions. Commissioner Delvin seconded and upon vote, the motion carried.

## **Fairgrounds Improvement Board**

RJ Lott said the Fairgrounds Improvement Board recommended initiating a program that would mutually benefit high school seniors in the Kennewick School District and the Benton County Fairgrounds by allowing high school seniors to complete their required senior project for the school year 2013-2014. He said the seniors would be responsible for submitting their ideas to the Fairgrounds staff for approval prior to the commencement of any project and any labor or materials would need to be provided by the students. Mr. Lott said the school district had a form that he forwarded to the PA for approval and modification and the County would not have any liability.

Commissioner Beaver said he supported the idea and it was a tool that had been used throughout the community and was a no-cost solution to improve the facilities.

**MOTION:** Commissioner Beaver moved to approve the creation the program for no more than 10 high school seniors in the the Kennewick School District to complete their required senior projects at the Benton County Fairgrounds for the 2013-2014 school year. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

## **Security Camera Proposal**

Bryan Perry reviewed the Powerpoint presentation on the proposed security camera installation. He said there had been interest in replacing and installing cameras in and around the Justice Center and Jail so he put forth a proposal. He said the proposal was reviewed and approved by each of the departments. He said it included 290 cameras, was similar to the IT system on a centralized but separate network, 36 TB of storage for each facility and multiple viewing stations. He said some additional things to consider were as follows:

- It would become a public record;
- The system effectiveness relied on staff/public reporting
- Large initial investment - \$1.5 million for what was being proposed
- Benefits
  - Risk management – reduce time investigating claims; improved forensic data when incidents occurred; emergency management; operational management

Mr. Perry indicated he worked very closely with Pelco in putting together the proposal and used their expertise on what short of equipment was needed. Mr. Sparks said they would have to review what funds might be available for this project.

Commissioner Beaver said it was important to keep employees and the community safety and there was an element that should be observed. He said if and when they got to that point, he wanted to see strict qualifications and scope of work for the contractor. He added that this was not an attempt to monitor employees but to make it a safer place. Chairman Small said he agreed with the need and utilizing IT expertise was important. Mr. Perry added that it was mainly covering the outside, entrances, and main corridors.

The Board said it was agreeable to moving forward on a RFP to get a true estimate of the costs.

### **Personnel Resources Department Strategic Plan Update**

Melina Wenner and Lexi Wingfield presented the update for the Personnel Resources Department. It highlighted new programs including:

- Unemployment Cost Containment Program
- Online Recruitment and Application Process (Neogov Program)
- Update and Expansion of Pre-employment Testing Methods

Mr. Sparks commented that the Neogov program had really helped in the recruiting process and reaching out across the nation as well as the state.

### **Financial Update**

Keith Mercer provided a final update for 2013 as of April 30. He said the County had received \$12.6 million in taxes, however, it had not received the refueling tax as of yet. Mr. Sparks commented on the amount received for “security of persons and property” and Mr. Mercer said it appeared the jail use contracts had not yet been billed. Mr. Sparks said he felt an “accounts receivable” department was needed because the County needed accountability in one place to keep track of these issues; the Sheriff’s office had a \$32 million budget with no revenue received. He said he had been working on this with the Auditor and Treasurer and would hopefully have something for the Board soon. Commissioner Delvin asked how this affected the County’s cash flow and Mr. Sparks said the budget policy required the County keep 10% in reserves for cash flow issues. Overall, the revenue received was 16.85%.

Mr. Mercer then outlined expenditures by department and showed the overall the budget was at 15.51% used. Mr. Sparks said that sometime during this biennium the Board would have to look at adjusting the budgets according to the one-time payment in lieu of COLA. He said the main key was to keep an eye on retail sales and billing for the County’s big revenue sources.

### **Citizens for Economic Development**

Commissioner Beaver said he attended a meeting at Lampson Stadium with a group that was proposing expanding ports and they were soliciting proposals. He said at this point he was not asking for a letter but just comments from the Board.

Commissioner Delvin said he agreed with content of the proposed letter that was provided and would support sending a letter to the Governor asking him not to single out commodities but to support fair treatment for all.

Chairman Small agreed and Mr. Fyall was directed to draft a letter.

## **Commissioner Assignment Update**

Commissioner Delvin said he received a request for volunteers to sit on the NACO committee if any members were interested. He said he would be attending the groundwater meeting in Yakima on Wednesday. He said he would like to submit a statement from Benton County how it was going to go forward and address the groundwater issues and he suggested they offer the paper presented by Darryl Olsen on the preferred alternative and principles. The Board agreed.

Commissioner Delvin asked if the Board was interested in receiving a presentation by the Yakima Basin Storage Alliance to get their views on the water issues. The Board agreed and Commissioner Delvin said he would set that up.

Additionally, he said that Ecology was looking at shutting down the basin and so the County would need to have a response to that. Commissioner Beaver said he wanted to send a letter to the Director of Ecology and state there have been discussions about shutting down water in the Basin and the County would like to get a straight answer.

Commissioner Delvin also stated that Department of Ecology accepted the County's request to withdraw from the GWMA and that he would be meeting with Mike Shuttleworth, the Health District, and the Conservation District to determine how to go forward; he wanted to let me them know the County would still remain observers and interested in groundwater quality. Commissioner Beaver read the letter from Ecology into the record.

Commissioner Delvin said the Board was invited to attend a BBQ by the Columbia River Commission next Wednesday if they were interested.

Commissioner Beaver said he attended the ECA conference in Idaho Falls with Adam Fyall last week and there was still heavy debate on the Yucca Mountain issue. Additionally, he briefly attended the Park Board meeting.

Commissioner Beaver also discussed the letter received from Mr. Simpson regarding the summer rafters on the river and that he was asking for more decisive action. He discussed sending a letter to CID regarding their property that allowed rafters access to the river and also sending a response letter to Mr. Simpson.

Chairman Small said they previously contacted CID regarding this issue and they declined to close their access so he agreed it was a good idea to contact them again asking if they would put up "no parking" or "no trespassing" signs on their property.

Susan Walker said during the process of the Shoreline Management Program, public access was a huge issue and they had to show the County had public access policies and ways to get people to the water. She said their focus group met at the end of May (large broad base group) to discuss public access and handle future policies and where it was most likely they wanted access. She said they felt it was most important to provide access on public property and she hoped as part of this process for shorelines they would solve some of these enforcement and parking

issues. She stated the plan was to target the money where folks have planned to put in access areas and provide parking, access, garbage service and enforcement.

Chairman Small said that until the issue was resolved he wanted to contact CID again. The Board agreed. Commissioner Delvin said he also viewed the area and felt that enforcement was the main way to solve the problem.

Chairman Small said he received a call from a local farmer, Jan Blair, and they discussed the issue of Les Blair Road being shut down to prevent vandalism and theft in the area. There was a discussion with Steve Becken regarding a resolution that originally shut down the road 18 years ago and the RCW's that governed this type of action. Mr. Becken said the RCW stated if a road was closed, it could not be used by anyone, including the farmers, but could only be used by emergency vehicles. He said the best way to solve the issue for Mr. Blair would be for him to request vacation of the road right of way.

The Board agreed that Mr. Sparks could work with Mr. Becken to get the issue resolved.

Chairman Small said he attended the Metro meeting and there was discussion about them losing grant money and dealing with a shortfall. He said they were looking at prorating amongst entities and reducing costs. He said he also attended the Greater Columbia Behavioral Health meeting.

Commissioner Beaver also commented that bi-county or interlocal partnership programs needed to be evaluated.

### **Vouchers**

Check Date: 06/05/2013  
Warrant #: 235701-235803  
Direct Deposit #: 84589-85184  
Total all funds: \$2,230,811.25

Check Date: 06/05/2013  
Warrant #: 81731-81750  
Taxes #: 10113061-10113069  
Total all funds: \$2,175,579.73

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

### **Resolutions**

2013-429: Line Item Transfer, Fund No. 0111-101, Dept. 000  
2013-430: Purchase Agreement w/Cerium for System Upgrade  
2013-431: Master Contract Usage Agreement w/St of WA, Department of Enterprise Services  
2013-432: Line Item Transfer, Fund No. 0131-101, Dept. 000

- 2013-433: Contract w/Banlin Construction LLC for Prosser Courthouse Tenant Improvement Project
- 2013-434: Purchase Authorization of Air Filters for HVAC from Total Filtration Services
- 2013-435: Contract w/Stratton Surveying & Mapping, PC for Locating & Adjusting Parcel Boundaries
- 2013-436: Line Item Transfer, Fund No. 0108-101, Dept. 504
- 2013-437: Amended Agreement w/First Steps Community Counseling Services for Substance Abuse Treatment Services
- 2013-438: Hardware & Software Maintenance Agreement w/IBM & Netsmart Technologies, Inc.
- 2013-439: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2013-440: Contract w/Michael Henry for Sex Offenders Treatment Services
- 2013-441: Termination of 2001 Contract w/Ruegsegger Polygraph Services
- 2013-442: Contract w/Ruegsegger Polygraph Services for Polygraph Examinations
- 2013-443: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2013-444: Copier Lease Agreement w/Abadan
- 2013-445: Bid Award to Tapani, Inc. for Travis Road Project
- 2013-446: Purchase Authorization for Pavement Marking Material from Flint Trading, Inc.
- 2013-447: Public Hearing Authorization for 6 Year Road Program
- 2013-448: City of Grandview Equipment Maintenance Agreement
- 2013-449: Surplus of Personal Property
- 2013-450: Second Amendment to Contract Between Design West Architects and Benton County

There being no further business before the Board, the meeting adjourned at approximately 11:05

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Clerk of the Board

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Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 06/18/2013	Execute Contract	_____	Consent Agenda X
Subject: Line Item Transfer	Pass Resolution	X _____	Public Hearing _____
Prepared by: B. Chilton	Pass Ordinance	_____	1st Discussion _____
Reviewed by:	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION**

It is necessary to transfer funds from the training and travel line items to allow for funds to be available in the financial services category.

**SUMMARY**

Travel and training were previously in singular line items. Due to BARS restructuring, those funds were allocated between licensing, finance and recording, by estimates. Adjustments are being made at this time and will continue to be made as travel/training occurs in those divisions.

**RECOMMENDATION**

Pass resolution for line item transfer.

**FISCAL IMPACT**

\$-0-

**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 0000101, DEPARTMENT NUMBER 102

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: B. Chilton; Auditor; File

CHILTON

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: 102

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	4301	Travel	\$1,000	514.280	4301	Travel	\$1,000
514.300	4905	Training	\$1,000	514.280	4905	Training	\$1,000
514.810	4301	Travel	\$1,000	514.280	4301	Travel	\$1,000
514.810	4905	Training	\$1,000	514.280	4905	Training	\$1,000
<b>TOTAL</b>			<b>\$4,000</b>	<b>TOTAL</b>			<b>\$4,000</b>

**Explanation:**

Travel and training were previously in singular line items. Due to BARS restructuring, those funds were allocated between licensing, finance and recording, by estimates. Adjustments are being made at this time and will continue to be made as travel/training occurs in those divisions.

Prepared by: B. Chilton

Date: 6/10/13

Approved

Denied

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

Chairman

Member

Member

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	18-June-2013	Execute Contract	<input type="checkbox"/>
Subject:	Notice of Lowest Responsible Bidder for CB No. 13-10.	Pass Resolution	<input checked="" type="checkbox"/>
By:	Robert F. Heard	Pass Ordinance	<input type="checkbox"/>
Reviewed By:	Loretta SmithKelty	Pass Motion	<input type="checkbox"/>
		Other	<input type="checkbox"/>
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1st Discussion	<input type="checkbox"/>
		2nd Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

In compliance with Benton County Resolution 2012-677, Section 2.2.3 Purchases or Leases of \$25,000 or more shall follow "Formal Competitive Bid" requirements, Central Services has completed an Invitation for Bids per Resolution 2013-313, County Bid No. 13-10 for a vendor to service the entire County with printer cartridge supplies. There were a total of four Vendors that participated in CB No. 13-10; The Office Pal (Lakewood, NJ) submitted the lowest bid of \$63,096.72, followed by Abadan (Richland, WA) \$88,848.32, and Cartridge World (Kennewick, WA) \$139,131.89. Out of the four bids, LD Products Inc. (Long Beach, CA) was disqualified due to not filling out Exhibit A of CB No. 13-10 in its entirety. See Exhibit A, Sealed CB# 13-10 Benton County Printer Cartridge Supplies.

After contacting The Office Pal about their winning bid, Central Services confirmed that The Office Pal would not be able to perform all the services included in CB No. 13-10 such as onsite ordering, onsite delivery, onsite inventory, or onsite recycle pickup because their company is based in Lakewood, New Jersey. Because The Office Pal will not be able to perform all of the CB No. 13-10 services, Central Services recommends awarding CB No. 13-10 to KBL, Inc., d/b/a Abadan. Abadan was the next lowest bid, and Central Services has confirmed that Abadan will be able to perform all the services included in CB No. 13-10.

**SUMMARY**

The attached resolution identifies KBL, Inc., d/b/a Abadan a Richland, WA based company as the successful Vendor that will perform all of services highlighted in CB No. 13-10. Also, the attached resolution includes the Vendor Purchasing Agreement that has been signed as to form by the Deputy Prosecuting Attorney's Office and signed by the qualified Abadan Representative. It is the recommendation of Central Services that the Board of Commissioners award CB No. 13-10 to KBL, Inc., d/b/a Abadan as well as sign the Vendor Purchasing Agreement for CB No. 13-10 that will allow Abadan to provide printer cartridge supplies to the County for the rest of Benton County's 2013-2014 Biennium Budget and not exceed \$139,131.89 including WSST.

**RECOMMENDATION**

1<sup>st</sup> Pass resolution. Sign Vendor Purchasing Agreement.

2<sup>nd</sup>

**FISCAL IMPACT**

Printer services and supplies is a part of Central Services 2013-2014 Biennium County Budget. This resolution will help Central Services stay on target to meet its total budgeted for Computer Supplies – Consumables (3112).

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AWARDING THE VENDOR PURCHASING AGREEMENT TO KBL, INC. D/B/A ABADAN FOR CB NO. 13-10, THE PURCHASE OF BENTON COUNTY PRINTER CARTRIDGE SUPPLIES**

**WHEREAS**, the Board of Benton County Commissioners solicited bids for the procurement of printer cartridge supplies per Resolution 2013-313; and

**WHEREAS**, representatives of the Benton County Central Services received and opened a total of 4 bids on May 14, 2013 as provided in the invitation to bid CB No. 13-10; and

**WHEREAS**, the bids were from the following amounts:

The Office Pal - \$63,096.72  
KBL, Inc. d/b/a Abadan - \$88,848.32  
Cartridge World - \$139,131.89  
LD Products Inc. – Disqualified; and

**WHEREAS**, after contacting The Office Pal about their winning bid, Central Services confirmed that The Office Pal would not be able to perform all the services included in CB No. 13-10 such as onsite ordering, onsite delivery, onsite inventory, and onsite recycle pickup; and

**WHEREAS**, the representatives of the Benton County Central Services reviewed the other qualified bid proposals and recommend awarding the vendor purchasing agreement to the next lowest bidder KBL, Inc., d/b/a Abadan; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby awards the Vendor Purchasing Agreement to KBL, Inc. d/b/a Abadan in an amount not to exceed \$139,000 including WSST for CB No. 13-10, The Purchase of Benton County Printer Cartridge Supplies; and

**BE IT FURTHER RESOLVED**, the Vendor Purchasing Agreement shall commence upon execution by all parties and shall continue until December 31, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 06/18/13	Execute Contract _____	Consent Agenda
Subject: Canvassing Board	Pass Resolution _____	
Appt	Pass Ordinance _____	XX
Prepared by: Marilu Flores	Pass Motion _____	X
Reviewed by: L Smith Kelty	Other XXX	Public Hearing
		1st Discussion
		2nd Discussion
		Other

### **BACKGROUND INFORMATION**

The Elections Dept will be having the Primary August 6 and a Commissioner (typically the Chairman) needs to be appointed to serve on the Canvassing Board who will meet to canvass the Primary on August 20, 2013. Chairman Small is available to serve on the Canvassing Board.

### **SUMMARY**

Chairman Small has agreed to serve on the Canvassing Board on Aug. 20, 2013, for the Primary to be held on August 6, 2013.

### **RECOMMENDATION**

Appoint Commissioner Shon Small to the Elections Department Canvassing Board to canvass Primary election results on Tuesday, August 20, 2013.

### **FISCAL IMPACT**

na

### **MOTION**

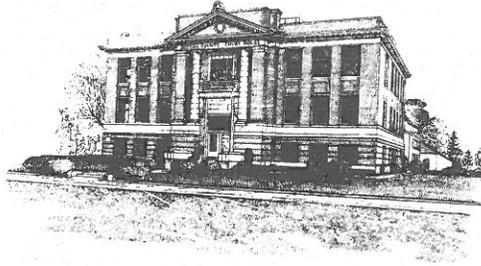
na - on consent agenda

Jerome Delvin  
District 1  
Shon Small  
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James Beaver  
District 3

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



**CANVASSING BOARD APPOINTMENT**

I, Shon Small, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the Primary to be held on August 6, 2013. I will serve for the timeframe July 17, 2013 through August 20, 2013.

DATED this \_\_\_\_\_ day of June, 2013.

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Shon Small, Chair  
Board of County Commissioners

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

**BACKGROUND INFORMATION:**

The Benton County Coroner's Office wishes to enter into a contract with Dr. Sigmund M. Menchel for forensic pathology services. Attached is a contract for the autopsy services of Dr. Sigmund M. Menchel. He would charge up to a maximum of \$1500.00.

Autopsies are performed in about 5% of coroner cases, and on average Benton County has about 40 per year.

**SUMMARY**

The Benton County Coroner's Office desires to use of Dr. Sigmund M. Menchel as a Forensic Pathologist.

**RECOMMENDATION**

The Benton County Coroner recommends this contract be entered into.

**FISCAL IMPACT**

This is an ordinary expense of any coroner's office and will cost about \$60,000 to \$80,000 per year.

**MOTION**

Move to approve the contract between Benton County and Dr. Sigmund M. Menchel.

# RESOLUTION

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

**IN THE MATTER OF AWARDING A SERVICE CONTRACT BETWEEN THE BENTON COUNTY CORONER AND DR. SIGMUND M. MENCHEL, MD FOR FORENSIC PATHOLOGY SERVICES**

**WHEREAS**, the Benton County Coroner's Office wishes to contract for the services of Dr. Sigmund M. Menchel as a Forensic Pathologist when an autopsy is needed in Benton County; and

**WHEREAS**, Dr. Sigmund M. Menchel has agreed to provide the Benton County Coroner with his services, for a fee not to exceed \$1,500.00 per autopsy, which will include all travel expenses, and agrees to serve Benton County as an independent contractor forensic pathologist as availability and schedule permit; and

**WHEREAS**, the Benton County Coroner has contacted other Coroners who use the services of Dr. Menchel and they are very pleased with the services Dr. Sigmund M. Menchel provides, he recommends Benton County Commissioners to enter into a contract for said services;

**NOW THEREFORE,**

**BE IT RESOLVED** the Board of County Commissioners, Benton County, Washington hereby agrees to enter into a service agreement with Dr. Sigmund M. Menchel for forensic pathology services for the Benton County Coroner's Office for a service fee of \$1500 per autopsy, which will include all travel expenses, as an independent contractor forensic pathologist; and

**BE IT FURTHER RESOLVED** the Chairman of the Board of County Commissioners is hereby authorized to sign the attached Professional Service Contract; and

**BE IT FURTHER RESOLVED** the attached contract shall begin January 1, 2013 and shall expire on December 31, 2014.

Dated this 4th day of June, 2013

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

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,

**PROFESSIONAL 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 Dr. Sigmund M. Menchel with his principal offices at 6701 154<sup>th</sup> Place S.E., Bellevue, WA 98006 (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and no additional documents.

2. **DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2013 and shall expire on December 31, 2014, unless earlier terminated pursuant to Section 9 herein.

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. Complete autopsy and forensic pathologist services as needed by the Benton County Coroner.
- b. The CONTRACTOR shall perform the work specified in the Contract according to standard practices in the medical profession.
- c. COUNTY makes no representation that it will use CONTRACTOR as its sole provider of autopsy and forensic pathologist services. COUNTY has the sole discretion to contract and use other providers for the above listed services.

4. **CONTRACT REPRESENTATIVES**

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>06/18/2013</u>	Execute Contract _____	Consent Agenda	X
Subject:	Pass Resolution X _____	Public Hearing	_____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion	_____
Reviewed by: <u>R. Lukson</u>	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

### **BACKGROUND INFORMATION**

The Facilities Manager solicited quotes from the following companies to provide backflow testing on assemblies for water supply at various Benton County locations:

Pacific Fire Inspection Services, Kennewick, WA:	Price per backflow:	\$50.00
Coffey Refrigeration, Kennewick, WA:	Price per backflow:	\$65.00
American Backflow Services, Portland, OR:	Price per backflow:	\$70.00
Siemens Industry, Inc.:	Price per backflow:	\$147.88

### **SUMMARY**

The Facilities Manager recommends the Board enter into a Public Works Contract with Pacific Fire Inspection Services for testing the backflow assemblies for water supply at various Benton County locations for years 2013 and 2014 in the total amount not to exceed \$10,000 (including WSST) with the contract term expiring December 31, 2014.

### **RECOMMENDATION**

Approve the resolution authorizing the Chairman to sign the Public Works Contract with Pacific Fire Inspection Services.

### **FISCAL IMPACT**

Up to \$10,000 (including WSST)

Current Expense – Dept. 110  
No supplement required

### **MOTION**

Consent Agenda

# RESOLUTION

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

### IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT TO PACIFIC FIRE INSPECTION SERVICES TO PROVIDE BACKFLOW TESTING AT VARIOUS BENTON COUNTY LOCATIONS

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

**WHEREAS**, per Section 3.4.1 (Public Works Contracts less than \$40,000) contracts may be entered into after direct negotiation and authorization by the Board of Benton County Commissioners, with such authorization being in the form of a resolution containing a summary of the three bid quotations obtained; and

**WHEREAS**, the Facilities Manager received quotes from the following companies to provide testing on backflow assemblies for water supply at various Benton County locations as follows:

Pacific Fire Inspection Services, Kennewick, WA:	Price per backflow:	\$50.00
Coffey Refrigeration, Kennewick, WA:	Price per backflow:	\$65.00
American Backflow Services, Portland, OR:	Price per backflow:	\$70.00
Siemens Industry, Inc.:	Price per backflow:	\$147.88

**WHEREAS**, the Facilities Manager recommends the Board award a Public Works Contract with Pacific Fire Inspection Services, Kennewick, WA - Contractor License No. PACIFF1903RO to provide testing on backflow assemblies for water supply at various Benton County locations for calendar years 2013 and 2014 in the total amount not to exceed \$10,000.00 (including WSST); and

**NOW, THEREFORE, BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby awards a Public Works Contract with Pacific Fire Inspection Services to provide testing on backflow assemblies for water supply at various Benton County locations for calendar years 2013 and 2014; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the Public Works Contract with Pacific Fire Inspection Services attached hereto in an amount not to exceed \$10,000.00 (including WSST); and

**BE IT FURTHER RESOLVED**, the term of the attached contract begins when executed by both parties and terminates December 31, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Pacific Fire Inspection Services, a licensed contractor for the State of Washington, with its principal offices at 725 S. Tacoma Street, Kennewick, WA, 99336, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit "A" - Scope of Work/Compensation
- b. Exhibit "B" - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2014. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide services for testing the backflow assemblies for water supply at the Benton County locations provided in Exhibit "A".

COUNTY agrees to reimburse CONTRACTOR actual expenses incurred for up to one prevailing wage intent filed for calendar year 2013 and calendar year 2014 as well as one prevailing wage affidavit filed for calendar year 2013 and calendar year 2014. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Contract</b> <u>  X  </u>	<b>Consent Agenda</b> <u>  X  </u>
<b>Subject:</b> Public Works Contract #2013/2014- COLUMBIA RIVER PLUMBING & MECHANICAL LLC	<b>Pass Resolution</b> <u>  X  </u>	<b>Public Hearing</b> _____
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>Pass Ordinance</b> _____	<b>1st Discussion</b> _____
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Pass Motion</b> _____	<b>2nd Discussion</b> _____
	<b>Other</b> _____	<b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to enter into a public works contract with Columbia River Plumbing & Mechanical LLC for “as needed” plumbing services for the Benton and Franklin Counties Department of Human Services, Crisis Response Unit.

Columbia River Plumbing & Mechanical LLC – License# COLUMRP919J2, UBI #602 916 002 submitted the lowest bid.

**COORDINATION**

Ryan Lukson-BCPA  
 Ryan Verhulp-FCPA—Agreed review performed by Benton County  
 Ed Thornbrugh, DHS

**SUMMARY**

**Award:** Maximum consideration amount not to exceed \$25,000.00  
**Period:** June 1, 2013 through May 31, 2014  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

- Sign the Resolution to accept the proposed public works contract
- Approve the proposed public works contract by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum consideration amount not to exceed \$25,000.00.

**MOTION**

To approve signing Public Works Contract #2013/2014-COLUMBIA RIVER PLUMBING & MECHANICAL LLC with Columbia River Plumbing & Mechanical LLC, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF AWARDING THE PUBLIC WORKS CONTRACT #2013/2014-COLUMBIA RIVER PLUMBING & MECHANICAL LLC TO COLUMBIA RIVER PLUMBING & MECHANICAL LLC FOR "AS NEEDED" PLUMBING SERVICES OF THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, CRISIS RESPONSE UNIT**

**WHEREAS**, per resolution 2012-677, and RCW 36.32.250, the formal sealed bidding process may be dispensed with for the letting of public works contracts with an estimated cost of less than forty thousand dollars (\$40,000). For such projects, contracts may be entered into after direct negotiation and authorization by the Board of Benton County Commissioners, with such authorization being in the form of a resolution containing a summary of the three (3) bid quotations obtained; and

**WHEREAS**, the following bid quotations were solicited from contractors:

- Riggle Plumbing, Inc., Kennewick, WA – \$173.00 per hour, overtime at \$204.00 per hour.
- Arrow Plumbing, Richland, WA – no quote received.
- Sun River Electric Service, Inc., Kennewick, WA– no quote received.
- Columbia River Plumbing & Mechanical LLC – \$110.00 service call for first hour, every hour thereafter \$95.00, plus material cost, after hours Monday-Friday 4pm-6:30am: first hour charge \$165.00, every hour thereafter \$150.00, plus material cost, weekend hours Saturday 12:00am-Sunday12:00am: \$240.00 for first hour every hour thereafter \$200.00, plus material cost.

**WHEREAS**, Columbia River Plumbing & Mechanical LLC – License# COLUMRP919J2, UBI #602 916 002 submitted the lowest bid; and

**WHEREAS**, the Administrator of Human Services reviewed the proposals and recommends awarding the Public Works Contract to Columbia River Plumbing & Mechanical LLC, NOW, THEREFORE

**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, Public Works Contract #2013/2014-COLUMBIA RIVER PLUMBING & MECHANICAL LLC between Benton and Franklin Counties Department of Human Services and Columbia River Plumbing & Mechanical LLC to provide "as needed" plumbing services to the Benton and Franklin Counties Department of Human Services, Crisis Response Unit, located at 2635 W. Deschutes Ave, Kennewick, WA 99336 for a maximum consideration amount not to exceed \$25,000.00; and

**BE IT FURTHER RESOLVED**, the term of the attached public works contracts shall commence on June 1, 2013 and shall expire on May 31, 2014.

Dated this . . . .day of . . . . ., 2013

Dated this . . . .day of . . . . ., 2013

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**BENTON AND FRANKLIN COUNTIES  
DEPARTMENT OF HUMAN SERVICES  
PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301 by and for 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 "COUNTY"), and **Columbia River Plumbing & Mechanical LLC with its principal offices at PO Box 903, Richland, WA 99352** (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A- Scope of Work/Compensation - 2013/2014 Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **June 1, 2013** and shall expire on **May 31, 2014**, unless terminated sooner as set forth herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide "as needed" plumbing services, for the Benton and Franklin Counties Crisis Response Unit located at 2635 West Deschutes Avenue, Kennewick, WA 99336, in accordance with the attached Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Third Amendment to Agreement #11/13-SA-ESD-00	Execute Amendment <input checked="" type="checkbox"/>	Pass Resolution <input checked="" type="checkbox"/> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <input checked="" type="checkbox"/> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS			

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Educational Service District 123, to provide substance abuse treatment services to low income and Title 19 clients.

The purpose of this Third Amendment is to extend the current underlying Agreement seven months, and to also update the Counties Contact Information E-mail.

**COORDINATION**

Ryan Lukson, BCPA  
 Ryan Verhulp, FCPA—Agreed review performed by Benton County  
 Ed Thornbrugh, DHS  
 Joel Chavez, DHS

**SUMMARY**

**Award:** Fee-For-Service  
**Period:** July 1, 2013 through January 31, 2014  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

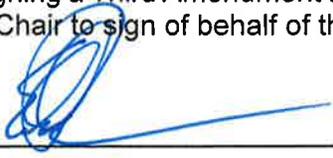
- Sign the Resolution to accept the proposed Third Amendment
- Approve the proposed Third Amendment by signing all the copies where indicated

**FISCAL IMPACT**

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

**MOTION**

To approve signing a Third Amendment to Agreement #11/13-SA-ESD-00 with Educational Service District 123, and to authorize the Chair to sign of 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 A THIRD AMENDMENT TO AGREEMENT #11/13-SA-ESD-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND EDUCATIONAL SERVICE DISTRICT 123, APPROVED BY BENTON COUNTY RESOLUTION NO. 11-738 AND FRANKLIN COUNTY RESOLUTION NO. 2011-415**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Educational Service District 123, to provide substance abuse treatment services to low income and Title 19 clients; and

**WHEREAS**, the purpose of this Third Amendment is to extend the current underlying Agreement seven months, and also update the Counties Contact Information E-mail; NOW, THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Third Amendment to Agreement #11/13-SA-ESD-00 between Benton and Franklin Counties Department of Human Services and Educational Service District 123, to extend the Agreement seven months, and update the Counties Contact Information E-mail, for a consideration amount that remains at Fee For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Third Amendment commences on July 1, 2013 and shall expire on January 31, 2014.

Dated this.....day of ....., 2013

Dated this.....day of ....., 2013

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Third Amendment to Agreement #11/13-SA-ESD-00**

This Third Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and Educational Service District 123, a governmental entity, with its principal offices at 3918 W Court Street, Pasco, WA 99301, (hereinafter "Contractor").

Counties Contact Information:

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

Contractor Contact Information:

Bruce Hawkins, Superintendent  
Educational Service District 123  
3918 W Court Street  
Pasco, WA 99301  
Phone: 509.544.5761  
Fax: 509.509.3328

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes

CFDA Number (Federal Block Grant Funding) ..... #93.959

Title: Block Grants for Prevention and Treatment of Substance Abuse  
Name of Grant: Substance Abuse Prevention and Treatment (SAPT) Block Grant  
Grantor: DSHS Division of Behavioral Health and Recovery (DBHR)

Amendment Start Date ..... July 1, 2013

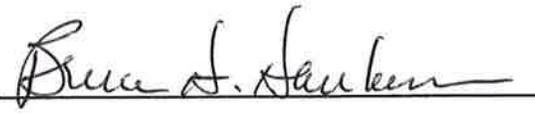
Amendment End Date (unless terminated sooner as set forth herein this Agreement) ..... January 31, 2014

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

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

For the Contractor:



Title: Superintendent Date 6/4/13

For Benton County

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

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

For Franklin County

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

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

Approved as to Content:

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

Approved as to Form:

  
Benton County Prosecutor's Office

Approved as to Form:

Agreed review performed by Benton County  
Franklin County Prosecutor's Office

**PURPOSE**

By way of this Third Amendment to Agreement #11/13-SA-ESD-00 between the Counties and Contractor the parties wish to amend their Agreement to extend the current underlying Agreement seven months and update the Counties Contact Information E-mail. To that effect the parties hereby agree to amend the Agreement as follows:

1. The "Agreement End Date" on the face sheet of the Agreement shall be amended to read:

Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... January 31, 2014

2. The "Amendment End Date" on the face sheet of all Amendments to this Agreement shall be amended to read:

Amendment End Date (unless terminated sooner as set forth herein this Agreement) .....January 31, 2014

3. The Counties Contact Information E-mail listed on the face sheet of the Agreement should be replaced in its entirety to read:

E-Mail: [Edward.Thornbrugh@co.benton.wa.us](mailto:Edward.Thornbrugh@co.benton.wa.us)

All other provisions set out in the underlying Agreement remain in full force and effect.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Contract</b> <u>  X  </u>	<b>Consent Agenda</b> <u>  X  </u>
<b>Subject:</b> <u>Professional Services Agreement #PSA-2013/15-Dorsett-00 between Benton and Franklin Counties Department of Human Services and Jennifer Dorsett</u>	<b>Pass Resolution</b> <u>  X  </u>	<b>Public Hearing</b> _____
	<b>Pass Ordinance</b> _____	<b>1st Discussion</b> _____
	<b>Pass Motion</b> _____	<b>2nd Discussion</b> _____
	<b>Other</b> _____	<b>Other</b> _____
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS		
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS		

### BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into a Professional Services Agreement with Jennifer Dorsett for the purpose of becoming the Community Prevention Coordinator for the Prosser and Pasco substance abuse prevention coalitions, whose goals will be to implement prevention programs and activities designed to prevent or delay the misuse and abuse of alcohol, tobacco, and other drugs.

The Contractor shall coordinate and facilitate a community-wide network of prevention programs through the use of surveys, town hall meetings and other forums to assess the services offered.

The Contractor shall focus her prevention efforts in working with the Prosser and Pasco Community Coalitions.

### SUMMARY

**Award:** Consideration \$15,000.00

**Period:** July 1, 2013 through September 30, 2013

**Funding Source:** Division of Behavioral Health and Recovery

### COORDINATION

Ryan Lukson, BCPA

Ryan Verhulp, FCPA—Agreed review performed by Benton County

Ed Thornbrugh, BFDHS

Joel Chavez, BFDHS

### RECOMMENDATION

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

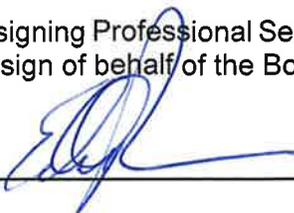
### FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a consideration amount of \$15,000.00.

### MOTION

To approve signing Professional Services Agreement #PSA-2013/15-Dorsett-00 with Jennifer Dorsett, and to authorize the Chair to sign of behalf of the Board.

Signature \_\_\_\_\_



# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT #PSA-2013/15-DORSETT-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND JENNIFER DORSETT**

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to enter into a Professional Services Agreement with Jennifer Dorsett for the purpose of becoming the Community Prevention Coordinator for the Prosser and Pasco substance abuse prevention coalitions, whose goals will be to implement prevention programs and activities designed to prevent or delay the misuse and abuse of alcohol, tobacco, and other drugs; and

**WHEREAS**, the Contractor shall coordinate and facilitate a community-wide network of prevention programs through the use of surveys, town hall meetings and other forums to assess the services offered; and,

**WHEREAS**, the Contractor shall focus her prevention efforts in working with the Prosser and Pasco Community Coalitions; NOW, THEREFORE

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

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Professional Services Agreement #PSA-2013/15-Dorsett-00 between Benton and Franklin Counties Department of Human Services and Jennifer Dorsett, for a consideration amount of \$15,000.00; and

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

Dated this.....day of ....., 2013

Dated this.....day of ....., 2013

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Professional Services Agreement #PSA-2013/15-Dorsett-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 **Jennifer Dorsett**, an individual, residing at 7609 Pheasant Lane, Pasco, WA (hereinafter "Contractor").

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

Contractor Contact Information:  
Jennifer Dorsett, Coordinator  
Prosser Prevention Redesign Initiative  
7609 Pheasant Lane  
Pasco, WA 99301  
Phone: 509.851.1348  
E-Mail: [Ddorsett1@hotmail.com](mailto:Ddorsett1@hotmail.com)

Agreement Start Date..... July 1, 2013  
Agreement End Date..... September 30, 2013

Consideration .....\$15,000.00

Exhibits incorporated into this Agreement

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:

 6-5-13  
Jennifer Dorsett, Coordinator Date

For Benton County:

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

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

For Franklin County:

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

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

Approved as to Content:

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

Approved as to Form:

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

Approved as to Form:

Agreed review performed by Benton County  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Public Works Contract #2013/2014- <u>THREE BROTHERS CLEANING</u> <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 enter into a public works contract with Three Brothers Cleaning for janitorial services for the Benton and Franklin Counties Department of Human Services, Crisis Response Unit.

Three Brothers Cleaning –UBI #602 986 846 submitted the lowest bid.

**COORDINATION**

Ryan Lukson-BCPA  
 Ryan Verhulp-FCPA—Agreed review performed by Benton County  
 Ed Thornbrugh, DHS

**SUMMARY**

**Award:** Maximum consideration amount not to exceed \$7,200.00 not including W.S.S.T.  
**Period:** July 1, 2013 through June 30, 2014  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

- Sign the Resolution to accept the proposed public works contract
- Approve the proposed public works contract by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum consideration amount not to exceed \$7,200.00 not including W.S.S.T.

**MOTION**

To approve signing Public Works Contract #2013/2014-THREE BROTHERS CLEANING with Three Brothers Cleaning, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF AWARDING THE PUBLIC WORKS CONTRACT #2013/2014-THREE BROTHERS CLEANING TO THREE BROTHERS CLEANING FOR JANITORIAL SERVICES OF THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, CRISIS RESPONSE UNIT**

**WHEREAS**, per resolution 2012-677, and RCW 36.32.250, the formal sealed bidding process may be dispensed with for the letting of public works contracts with an estimated cost of less than forty thousand dollars (\$40,000). For such projects, contracts may be entered into after direct negotiation and authorization by the Board of Benton County Commissioners, with such authorization being in the form of a resolution containing a summary of the three (3) bid quotations obtained; and

**WHEREAS**, the following bid quotations were solicited from contractors:

- Three Brothers Cleaning, Pasco, WA – \$450.00 per month, plus break room floor finish 2 times per year at \$150.00 per entry, machine scrub and refinish common areas/restrooms 2 times per year at \$275.00 per entry, and \$50.00 an hour for emergency services.
- Del Sol, Inc, Pasco, WA – \$655 per month, \$16.00 per hour for emergency services (response time under 30 minutes)
- The Personal Touch Cleaning Service, Inc., Richland, WA – no quote received.
- Damian's Cleaning, Richland, WA – no quote received.

**WHEREAS**, Three Brothers Cleaning, Pasco, WA – UBI #602 986 846 submitted the lowest bid; and

**WHEREAS**, the Administrator of Human Services reviewed the bid quotations and recommends awarding the Public Works Contract to Three Brothers Cleaning, NOW, THEREFORE

**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, Public Works Contract #2013/2014-THREE BROTHERS CLEANING between Benton and Franklin Counties Department of Human Services and Three Brothers Cleaning to provide janitorial services to the Benton and Franklin Counties Department of Human Services, Crisis Response Unit, located at 2635 W. Deschutes Ave., Kennewick, WA 99336 for a maximum consideration amount not to exceed \$7,200.00 not including W.S.S.T.; and

**BE IT FURTHER RESOLVED**, the term of the attached public works contract shall commence on July 1, 2013 and shall expire on June 30, 2014.

Dated this . . . .day of . . . . ., 2013

Dated this . . . .day of . . . . ., 2013

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**BENTON AND FRANKLIN COUNTIES  
DEPARTMENT OF HUMAN SERVICES  
PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301 by and for 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 "COUNTY"), and **Three Brothers Cleaning, with its principal offices at P O Box 5527, Pasco, WA 99302** (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A- Scope of Work/Compensation - 2013/2014 Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **July 1, 2013** and shall expire on **June 30, 2014** unless terminated sooner as set forth herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide janitorial services for the Benton and Franklin Counties Crisis Response Unit located at 2635 West Deschutes Avenue, Kennewick, WA 99336, in accordance with the attached Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> B/C 06/18/2013 F/C 06/26/2013	Executive Contract XX	PUBLIC HEARING
<b>SUBJECT:</b> Personal Services Contract with Julie A. Elmenhurst	Pass Ordinance XX	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Toni Lehman	Pass Motion	2 <sup>nd</sup> DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Other	OTHER

**BACKGROUND INFORMATION**

Julie A. Elmenhurst, DBA Elmenhurst Counseling LLC provided Functional Family Therapy to youth referred by the Counties from July 1, 2011 through June 30, 2013.

**SUMMARY**

The attached Personal Services Contract commences on July 1, 2013 and expires on June 30, 2015.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Julie A. Elmenhurst, DBA Elmenhurst Counseling LLC. and Benton-Franklin Counties Juvenile Justice Center for services.

**COORDINATION**

Coordination of the contract occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Julie Elmenhurst, Owner of Elmenhurst Counseling LLC., and Darryl Banks, Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed \$140,000.00 to be paid out of Current Expense Dept. 174. No Supplemental required.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING JULIE A. ELMENHURST, DBA ELMENHURST COUNSELING LLC. A PERSONAL SERVICES CONTRACT TO PROVIDE FUNCTIONAL FAMILY THERAPY TO YOUTH REFERRED BY THE COUNTIES**

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

**WHEREAS**, Benton and Franklin Counties had a contract with Julie A. Elmenhurst, DBA Elmenhurst Counseling LLC. to provide Functional Family Therapy to youth referred by the Counties from July 1, 2011 through June 30, 2013 via Benton County Resolution numbered 11-382 and Franklin County Resolution numbered 2011-211

**WHEREAS**, the Juvenile Administrator recommends entering into a new Personal Services Contract **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby awards the Personal Service Contract to Julie Elmenhurst in an amount not to exceed \$140,000.00.

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

**BE IT FURTHER RESOLVED**, the term of the attached contract commences July 1, 2013 and expires on June 30, 2015.

**DATED** this 18th day of June 2013  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 26<sup>th</sup> day of June 2013  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

---

Chairman of the Board

---

Chairman of the Board

---

Member

---

Chairman Pro Tem

---

Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

---

Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

---

Clerk of the Board

---

Clerk of the Board

**BENTON-FRANKLIN COUNTIES  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and Julie A. Elmenhurst, DBA Elmenhurst Counseling LLC, with her principal office at 1030 N. Center Parkway, Kennewick Washington 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Exhibit A Washington State Functional Family Therapy Project Quality Assurance and Improvement System

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on July 1, 2013 and shall expire on **June 30, 2015**, unless terminated sooner. 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**

- a. The Contractor will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:

1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.
2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable goals and developing a behavior change program for the family.

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 06/18/2013 F/C 06/26/2013	Executive Contract <u>  xx  </u>	CONSENT AGENDA <u>  xx  </u>
<b>SUBJECT:</b> Personal Service Contract Amendment # 2 Connections Consulting	Pass Resolution <u>  xx  </u>	PUBLIC HEARING
<b>Prepared By:</b> Toni Lehman	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center contracts with Connections Consulting to provide interpreter services at the Benton-Franklin Counties Juvenile Justice Center.

**SUMMARY**

Contract Amendment # 2 amends Section 7, Insurance, as Commercial General Liability and Employer Liability Insurance is no longer required as Connections Consulting does not have a private office in which services are provided. The decision was made by Melina Wenner, Benton County Personnel Risk Management.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract Amendment # 2 between Connections Consulting and Benton-Franklin Counties Juvenile Justice Center.

**COORDINATION**

Coordination of the Contract Amendment # 2 occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Melina Wenner, Benton County Personnel Risk Management who made the decision regarding the insurance requirement; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Maria Vera, Owner Connections Consulting; and Darryl Banks, Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center

**FISCAL IMPACT**

Amount not to exceed \$70,000.00 to be paid out of Juvenile Funds Dept. 171 and 173 budgets. No Supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Personal Service Contract Amendment # 2 with Connections Consulting.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING CONNECTIONS CONSULTING THE PERSONAL SERVICES CONTRACT AMENDMENT # 2 WITH THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

**WHEREAS**, Benton-Franklin Counties Juvenile Justice Center, has a contract with Connections Consulting via Benton County Resolution 2013 157 and Franklin County Resolution 2013 091; and

**WHEREAS**, the Contract Amendment # 2 amends Section 7, Insurance, as Commercial General Liability and Employer Liability Insurance is no longer required as Connections Consulting provides all services at the Benton-Franklin Counties Juvenile Justice Center; and

**WHEREAS**, the Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center, recommends approving Contract Amendment # 2 **NOW, THEREFORE;**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concurs with the Interim Administrator's recommendation and hereby awards the personal service contract amendment # 2 to Connections Consulting; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Personal Service Contract Amendment # 2; and

**BE IT FURTHER RESOLVED**, the term of the attached contract amendment # 2 commences January 1, 2013 and expires on December 31, 2013.

**DATED** this 18th day of June 2013  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 26<sup>th</sup> day of June 2013  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### AMENDMENT # 2 TO PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING FOR INTERPRETER SERVICES, AND

This Amendment # 2 to the Personal Services Contract (the "Amendment") is entered into by and between Connections Consulting and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Personal Service Agreement between Connections Consulting and the Counties, (corresponding to Benton County Resolution No. 2012 759 and executed on December 4, 2013, and Franklin County Resolution No. 2012 414 and executed on December 12, 2012), hereinafter referred to as the "Existing PSA", and Personal Services Agreement Amendment # 1 (corresponding to Benton County Resolution No. 2013 157 and executed on February 26, 2013 and Franklin County Resolution No. 2013 091 and executed on February 27, 2013) hereinafter referred to as "Amendment # 1" the parties agree **Section 7, INSURANCE**; of said Existing PSA and Amendment # 1 shall be replaced with the following:

#### 7. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 06/18/2013 F/C 06/26/2013	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Personal Service Contract Amendment # 1 with Mark Rudeen	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Toni Lehman	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center contracts with Mark Rudeen to provide interpreter services at the Benton-Franklin Counties Juvenile Justice Center.

**SUMMARY**

Contract Amendment # 1 amends Section 7, Insurance, as Commercial General Liability and Employer Liability Insurance is no longer required as Mark Rudeen does not have a private office in which he provides services.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract Amendment # 1 between Mark Rudeen and Benton-Franklin Counties Juvenile Justice Center.

**COORDINATION**

Coordination of the Contract Amendment # 1 occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Melina Wenner, Benton County Personnel Risk Management who made the decision regarding the insurance requirement; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Mark Rudeen, Interpreter; and Darryl Banks, Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center

**FISCAL IMPACT**

Amount not to exceed \$70,000.00 to be paid out of Juvenile Funds Dept. 171 and 173 budgets. No Supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Personal Service Contract Amendment # 1 with Mark Rudeen.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING MARK RUDEEN THE PERSONAL SERVICES CONTRACT AMENDMENT # 1 WITH THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

**WHEREAS**, Benton-Franklin Counties Juvenile Justice Center, has a contract with Mark Rudeen via Benton County Resolution 2013 020 and Franklin County Resolution 2013 015; and

**WHEREAS**, the Contract Amendment # 1 amends Section 7, Insurance, as Commercial General Liability and Employer Liability Insurance is no longer required as Mark Rudeen does not have a private office in which he provides services.

**WHEREAS**, the Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center, recommends approving Contract Amendment # 1 **NOW, THEREFORE;**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concurs with the Interim Administrator's recommendation and hereby awards the personal service contract amendment # 1 to Mark Rudeen; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Personal Service Contract Amendment # 1; and

**BE IT FURTHER RESOLVED**, the term of the attached contract amendment # 1 commences January 1, 2013 and expires on December 31, 2013.

**DATED** this 18th day of June 2013  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 26<sup>th</sup> day of June 2013  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

## AMENDMENT # 1 TO PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND MARK A. RUDEEN FOR INTERPRETER SERVICES, AND

This Amendment to the Personal Services Contract (the "Amendment") is entered into by and between Mark A. Rudeen and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Personal Service Agreement between Mark A. Rudeen and the Counties, (corresponding to Benton County Resolution No. 2013 020 and executed on January 8, 2013, and Franklin County Resolution No. 2013 015 and executed on January 16, 2013), hereinafter referred to as the "Existing PSA", the parties agree **Section 7, INSURANCE**; of said Existing PSA shall be replaced with the following:

### 7. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract.

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 <sup>st</sup> discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Requested meeting date: June 18, 2013 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

**BACKGROUND INFORMATION**

OPD utilizes a copier and associated accessories to support its departmental functions. The lease on the current copier being used has expired. After a review of available options, OPD has selected to enter into a lease with Ricoh USA for a Ricoh Aficio MP4002SP copier. The features of this copier are well suited to OPD's needs and the pricing of the lease are reasonable. Furthermore, since this copier lease is available through a Washington State Contract procured under the auspices of the Western States Contracting Alliance ("WSCA"), the terms and conditions of the lease are also quite favorable to the County.

**SUMMARY**

Request execution of resolution and lease agreement with Ricoh USA for a FMV Operational Lease for a Ricoh Aficio MP4002SP copier together with operating accessories as listed.

**RECOMMENDATION**

Approve resolution as presented.

**ANTICIPATED FISCAL IMPACT**

Fiscal impact of \$2,001, plus per-copy costs as listed, estimated, to be paid out of existing budgeted funds.

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

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

**IN THE MATTER OF EXECUTING A LEASE AGREEMENT WITH RICOH USA FOR A FMV LEASE OF A COPIER AND RELATED ACCESSORIES FOR USE BY THE OFFICE OF PUBLIC DEFENSE**

**WHEREAS**, Benton County Office of Public Defense (“BFOPD”) uses a copier and related accessories to support its legally mandated functions; and

**WHEREAS**, the lease for the current copier being used by BFOPD has expired and replacement options have been evaluated; and

**WHEREAS**, of the replacement options, the Ricoh Aficio copier, MP4002SP, as further detailed in the attached documentation, appears to be best suited for BFOPD’s needs and fiscal resources; and

**WHEREAS**, Washington State Department of Enterprise Services contract #07912 authorizes the use of WSCA contract #1715, properly awarded in the state of Nevada, for local government copier leases; and

**WHEREAS**, the presented copier lease agreement is made pursuant to the terms and conditions of both Washington State contract #07912 and WSCA contract #1715;

**NOW THEREFORE, BE IT RESOLVED THAT** the presented Lease Agreement with Ricoh USA, for a period of 60 months from July 1, 2013 to July 1, 2018, made pursuant to the terms and conditions contained within Washington State contract #07912 and WSCA contract #1715, with an annual maximum contract compensation of \$2,001.00 plus WSST and additional costs per copy at the stated rate, be approved as presented.

**BE IT FURTHER RESOLVED** that the Chairman of the Board be authorized to sign the Lease Agreement on behalf of the entire Board.

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

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

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

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

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





<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 18, 2013</u>	Execute Agreement <u>XX</u>	Consent Agenda <u>XX</u>
Subject: <u>Grant Agr Amendment</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	_____
Reviewed by: <u>SWB</u>	_____	1st Discussion _____
	Pass Motion _____	_____
	Other _____	2nd Discussion _____
	_____	_____
		Other _____
		_____

**BACKGROUND INFORMATION**

Benton County is the implementing agency for the County-wide Solid Waste Program. A Grant Agreement G1300017 for Washington State Department of Ecology (WSDOE) Coordinated Prevention Grant (CPG) offset funding was approved on August 7, 2012 to reimburse expenses for purchasing property to be used for the future of the household hazardous waste (HHW) collection program. We are currently completing a feasibility study to find an appropriate site.

Due to the unavailability of a suitable site for building a new HHW collection facility, Benton County will be unable to use the Grant funds approved by Grant G1300017. The County Solid Waste Advisory Committee voted that the County request de-obligation of these grant funds. Shon Small, Chairman of the Board, sent a request to WSDOE on May 14, 2013, and WSDOE prepared Amendment 1 to the Grant.

**SUMMARY**

The Public Works Manager recommends approval of the Amendment to Grant G1300017.

**RECOMMENDATION**

Approve authorization for Chairman to sign the Amendment.

**FISCAL IMPACT**

None.

**MOTION**

Authorize Chairman to sign Amendment No. 1 to Grant Agreement No. G1300017.

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY SOLID WASTE MANAGEMENT RE:  
APPROVAL OF AMENDMENT NO. 1 TO THE BENTON COUNTY COORDINATED  
PREVENTION GRANT AGREEMENT; GRANT NO.: G1300017

WHEREAS, the Washington State Department of Ecology developed Coordinated Prevention Grant Agreement G1300017 to further Moderate Risk Waste Management and Solid Waste Programs, and Benton County approved said Agreement on August 7, 2012; and

WHEREAS, the County has determined they will be unable to use the funds obligated by the Grant; and

WHEREAS, the Washington State Department of Ecology has prepared Amendment No. 1 to the Coordinated Prevention Grant No. G1300017 to de-obligate the grant funds; NOW, THEREFORE,

BE IT RESOLVED that Amendment No. 1 to Coordinated Prevention Grant Agreement No. G1300017, a copy of which is on file in the Public Works Department, is hereby approved; and

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is hereby authorized to sign said Grant Amendment on behalf of Benton County.

Dated this 18th day of June, 2013.

\_\_\_\_\_  
Chairman.

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

\_\_\_\_\_  
Member.

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

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

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

**Board of County Commissioners**  
**BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

May 14, 2013

Mr. Trent Hurlbut  
Solid Waste Planner & Grant Officer  
Department of Ecology  
15 W. Yakima Avenue, Suite 200  
Yakima, WA 98902

RE: Grant No. G1300017

Dear Mr. Hurlbut:

On August 20, 2012, Benton County received Grant No. G1300017 from the Department of Ecology (DOE) with a maximum eligible cost in the amount of \$125,066.67 for the purpose of purchasing property for siting a Moderate Risk Waste Facility.

We recently received a proposed amendment from DOE that would change the scope of the grant from purchasing a site to conducting a siting survey and document findings for the new Benton County Moderate Risk Waste Facility and authorizing equipment purchases for the compost facility at the Horn Rapids Landfill. The maximum eligible cost remained the same and would be broken down as follows: \$35,066.67 to be used for the siting survey and the remaining \$90,000.00 to be used for purchasing equipment. Richland proposed purchasing the equipment and having Benton County submit the bill to DOE for reimbursement. Benton County would then reimburse Richland after receiving the funding from DOE. Administrative staff became concerned about the potential for any audits or findings as this process did not comply with the original grant agreement.

Benton County Public Works Staff met with Pete Rogalsky, Public Works Director for the City of Richland, and outlined the County's concerns. The outcome of that meeting was to request de-obligation of the Grant funds, which would allow DOE and the City of Richland to enter into an agreement or amend an existing agreement for equipment purchases for the compost facility at the Horn Rapids Landfill.

Benton County is requesting that the maximum eligible cost of \$125,066.67, as provided in Grant No. G1300017, be de-obligated to the Department of Ecology.

Sincerely



Shon Small  
Chairman, Benton County Commissioners

cc: Donna Homes, Solid Waste Specialist

**AMENDMENT NO. 1 TO AGREEMENT NO. G1300017**

**BETWEEN THE**

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**BENTON COUNTY**

**Purpose:** To amend the above referenced grant agreement between the Department of Ecology (Department) and Benton County (Recipient) due to a reduction in project costs. This amendment will reduce the maximum eligible cost of this agreement to an amount the Recipient is able to spend by June 30, 2013.

**IT IS MUTUALLY AGREED that the agreement is amended as follows:**

1. The maximum eligible cost for this agreement is reduced by \$125,066.67 from \$125,066.67 to a total of \$0.00. The state share amount for this agreement is reduced by \$93,800.00 from \$93,800.00 to a total of \$0.00.
2. The following table outlines the changes to the budget listed by task.

<b>Budget Table</b>			
<b>Category and Task</b>	<b>Current Budget Amount</b>	<b>Amendment Budget Amount</b>	<b>Agreement Total Budget Amount</b>
Moderate Risk Waste (MRW)	\$ 125,066.67	-\$ 125,066.67	\$ 0.00
1. Purchase property for siting a Moderate Risk Waste Facility	\$ 125,066.67	-\$ 125,066.67	\$ 0.00
<b>MAXIMUM ELIGIBLE COST</b>	\$ 125,066.67	-\$ 125,066.67	\$ 0.00
<b>STATE GRANT SHARE</b>	\$ 93,800.00	-\$ 93,800.00	\$ 0.00

**FUND SOURCE: CPG (LTCA)**

	<b>Maximum Eligible Cost:</b>	<b>\$ 0.00</b>
<b>FUND</b>	<b>GRANT PERCENT (%)</b>	<b>STATE GRANT SHARE</b>
Local Toxics Control Account (LTCA)	75%	\$ 0.00
<b>MATCH REQUIREMENT</b>	<b>MATCH PERCENT (%)</b>	<b>LOCAL SHARE</b>
Cash Match	25%	\$ 0.00
Interlocal Costs	0%	\$ 0

3. The previously anticipated outcomes will be entirely eliminated. The project for acquiring property for a Moderate Risk Waste facility for Benton County was met with unforeseen opposition, and will not be able to be completed.



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/18/13</u>	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: <u>Dept. 120 Line</u>	Pass Resolution <u>  X  </u>	Public Hearing _____
<u>Item Transfer</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>J. Thompson</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>S. KEANE</u>	Other _____	Other _____

### BACKGROUND INFORMATION

Per Resolution 2012-868, the Board adopted the 2013-2014 budgets at the line items level.

### SUMMARY

A line item transfer in the amount of \$131,502 is needed to ensure line items stay current in accordance to resolution 2012-868 and allow for funding of the Procurement/Contract Coordinator which was created per resolution 2013-207.

A line item transfer in the amount of \$11,000 is needed to ensure line items stay current in accordance to resolution 2012-868. This will allow for the additional expenses relating to the increase in locations that Work Crew 5 will provide services to the City of Kennewick.

During the 2013-2014 Budget public hearing, the Deputy County Administrator reallocated the SECOMM Dispatch and 800 MHz Maintenance assessments based on how the radios were used, not the number of radios in each department. This line item transfer is one of two that will correctly reflect this reallocation decision for budgeting and vouchering purposes.

### RECOMMENDATION

Approve the resolution authorizing the line item transfer.

### FISCAL IMPACT

No additional fiscal impact / no supplement required.

The City of Kennewick will be invoiced actual expenditures which will cover the increase to the Work Crew 5 budget.

### MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Custody

Dept Nbr: 120

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	4190	Interfund Professional Services	\$131,502	523.295	3106	Operating Supplies	\$5,000
523.620	1860	Custody Officer	3,800	523.295	3201	Vehicle Fuel	\$6,000
523.620	1888	Custody Officer	7,200	523.620	1369	Procurement/Contract Coordinator	\$97,284
523.620	5120	SECOMM	7,571	523.620	2102	Social Security	\$7,443
				523.620	2103	Medical Insurance	\$19,760
				523.620	2104	Retirement	\$7,015
				523.620	5119	EDC - 800 MHZ User Fees	\$7,571
<b>TOTAL</b>			<b>\$150,073</b>	<b>TOTAL</b>			<b>\$150,073</b>

Explanation:

1) Line item transfer needed to fund the Procurement/Contract Coordinator position within the Sheriff's Office. The Procurement/Contract Coordinator position was created per resolution 2013-207. 2) A line item transfer in the amount of \$11,000 is needed to ensure line items stay current in accordance to resolution 2012-868. This will allow for the additional expenses relating to the increase in locations that Work Crew 5 will provide services to the City of Kennewick. 3) During the 2013-2014 Budget public hearing, the Deputy County Administrator reallocated the SECOMM Dispatch and 800 MHZ Maintenance assessments based on how the radios were used, not the number of radios in each department. This line item transfer is one of two that will correctly reflect this reallocation decision for budgeting and vouchering purposes.

Prepared by: Julie Thompson

Date: 11-Jun-2013

Approved

Denied

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

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>6/18/13</u>	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	<u>Dept. 121 Line Item Transfer</u>	Pass Resolution	<u>  X  </u>	Public Hearing	_____
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>S. KEANE 6/11/13</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Per Resolution 2012-868, the Board adopted the 2013-2014 budgets at the line items level.

**SUMMARY**

A line item transfer in the amount of \$850 is needed to ensure line items stay current in accordance to resolution 2012-868 and allow for funding for an upcoming training event.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

No additional fiscal impact / no supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2014  
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



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>6/18/13</u>	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	<u>Dept. 120 to</u>	Pass Resolution	<u>  X  </u>	Public Hearing	_____
	<u>Dept. 121 Line</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>Item Transfer</u>	Pass Motion	_____	2nd Discussion	_____
Prepared by:	<u>J. Thompson</u>	Other	_____	Other	_____
Reviewed by:	<i>S. Keane</i>				

## BACKGROUND INFORMATION

Per Resolution 2012-868, the Board adopted the 2013-2014 budgets at the line items level.

## SUMMARY

During the 2013-2014 Budget public hearing, the Deputy County Administrator reallocated the SECOMM Dispatch and 800 MHz Maintenance assessments based on how the radios were used, not the number of radios in each department. This line item transfer is one of two that will correctly reflect this reallocation decision for budgeting and vouchering purposes.

## RECOMMENDATION

Approve the resolution authorizing the line item transfer.

## FISCAL IMPACT

No additional fiscal impact / no supplement required

## MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPARTMENT NUMBER 120 TO CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT 121.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Custody Dept Nbr: 120  
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: SHERIFF CUSTODY TRANSFER TO: SHERIFF PATROL

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	5120	SECOMM	\$253,929	521.210	5119	EDC - 800 MHZ User Fees	\$7,125
				521.210	5120	SECOMM	241,990
				521.242	5119	EDC - 800 MHZ User Fees	4,814
TOTAL			\$253,929	TOTAL			\$253,929

**Explanation:**

During the 2013-2014 Budget public hearing, the Deputy County Administrator reallocated the SECOMM Dispatch and 800 MHZ Maintenance assessments based on how the radios were used, not the number of radios in each department. This line item transfer is one of two that will correctly reflect this reallocation decision for budgeting and vouchering purposes.

Prepared by: Julie Thompson Date: 11-Jun-2013

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	June 18, 2013	Execute Contract	<u>  X  </u>	Consent Agenda
Subject:	Crystal Clear Auto Glass LLC. Contract	Pass Resolution	<u>  X  </u>	Public Hearing
Prepared by:	<u>Lt. C. Jones</u>	Pass Ordinance	<u>      </u>	1st Discussion
Reviewed by:	<u>R. Lukson</u>	Pass Motion	<u>      </u>	2nd Discussion
		Other	<u>      </u>	Other

**BACKGROUND INFORMATION**

Per Resolution 2012-677 "...the County need not advertise or follow a formal competitive bidding procedure for professional service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost".

The Sheriff's Office has utilized services provided by Crystal Clear Auto Glass, LLC, Kennewick, WA in the past and has been pleased with their service.

**SUMMARY**

The Benton County Sheriff's Office would like to enter into a Personal Service Contract with Crystal Clear Auto Glass, LLC. to provide as needed automotive glass repair and/or replacement.

**RECOMMENDATION**

The parties wish to enter into a Personal Service Contract with said contract to begin May 1, 2013 and shall expire December 31, 2014.

**FISCAL IMPACT**

The amount not to exceed shall remain at \$5,000, including WSST; no supplement needed.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO MIKE SMITHEE DOING BUSINESS AS CRYSTAL CLEAR AUTO GLASS, LLC FOR AS NEEDED AUTOMOTIVE GLASS REPAIR AND/OR REPLACEMENT

**WHEREAS**, per the Benton County Procurement, Leasing, and Contracting Policy adopted by Resolution 2012-677, "...the County need not advertise or follow a formal competitive bidding procedure for professional service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, the Sheriff's Office has utilized services provided by Crystal Clear Auto Glass, LLC, Kennewick, WA in the past and has been pleased with their service; and

**WHEREAS**, the Sheriff's Office recommends entering into a Personal Services Contract for 2013 and 2014 with Crystal Clear Auto Glass, LLC to perform as needed automotive glass repair and/or replacement for a contract amount not to exceed \$5,000 including WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Sheriff's Office recommendation and hereby awards the Personal Service Contract to Mike Smithee dba / Crystal Clear Auto Glass, LLC, Kennewick, WA in the amount not to exceed \$5,000 including WSST; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the attached Personal Services Contract between Benton County and Mike Smithee dba / Crystal Clear Auto Glass, LLC; and

**BE IT FURTHER RESOLVED** the term of the attached Personal Services Contract is to begin May 1, 2013 and shall expire on December 31, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

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

Orig: Sheriff's Office  
cc: Auditor, R. Ozuna, Crystal Clear Auto Glass

Prepared by: Lt. Jones

**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 Mike Smithee DBA Crystal Clear Auto Glass, LLC, with his principal offices at 7500 W. Clearwater Ave. 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. Terms and Conditions (this document)

**2. DURATION OF CONTRACT**

The term of this Contract shall begin May 1, 2013 and shall expire on December 31, 2014. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. "As needed" automotive glass repair and/or replacement.
- 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 written schedule agreed to by the parties' contract representatives.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work.

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	6/18/2013	Execute Contract	<u>  X  </u>	Consent Agenda
Subject:	Tri-Cities Battery Inc. Contract	Pass Resolution	<u>  X  </u>	Public Hearing
Prepared by:	<u>Lt. C. Jones</u>	Pass Ordinance	<u>      </u>	1st Discussion
Reviewed by:	<u>R. Lukson</u>	Pass Motion	<u>      </u>	2nd Discussion
		Other	<u>      </u>	Other

**BACKGROUND INFORMATION**

Per Resolution 2012-677 "...the County need not advertise or follow a formal competitive bidding procedure for professional service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost".

The Sheriff's Office has utilized the services provided by Tri-Cities Battery, Inc. in the past as has been please with their service.

**SUMMARY**

The Benton County Sheriff's Office would like to enter into a Personal Service Contract for 2013-2014 with Tri-Cities Battery, Inc. to provide as needed automotive battery maintenance, repair, and/or replacement for a contract amount not to exceed \$5,000.

**APPROVED BY:**

Ryan Lukson

**RECOMMENDATION**

The parties wish to enter into a Personal Service Contract, with said contract to begin May 1, 2013 and shall expire December 31, 2014.

**FISCAL IMPACT**

The amount not to exceed shall remain at \$5,000, including WSST; no supplement needed.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO TRI-CITIES BATTERY, INC. FOR AS NEEDED AUTOMOTIVE BATTERY MAINTENANCE, REPAIR, AND/OR REPLACEMENT FOR THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, per the Benton County Procurement, Leasing, and Contracting Policy adopted by Resolution 2012-677, "...the County need not advertise or follow a formal competitive bidding procedure for professional service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, the Sheriff's Office has utilized the services provided by Tri-Cities Battery, Inc., Kennewick, WA in the past and has been pleased with their service; and

**WHEREAS**, the Sheriff's Office recommends entering into a Personal Service Contract for 2013 and 2014 with Tri-Cities Battery, Inc. to perform as needed automotive battery maintenance, repair, and/or replacement for a contract amount not to exceed \$5,000, including WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Sheriff's Office recommendation and hereby awards the Personal Service Contract to Tri-Cities Battery, Inc., Kennewick, WA in the amount not to exceed \$5,000, including WSST; and

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Chairman to sign the attached Personal Service Contract between Benton County and Tri-Cities Battery, Inc.; and

**BE IT FURTHER RESOLVED** the term of the attached Personal Services Contract is to begin May 1, 2013 and shall expire on December 31, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

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

Orig: Sheriff's Office  
cc: Auditor, R. Ozuna, Tri-Cities Battery

Prepared by: Lt. Jones

**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 Tri-Cities Battery, Inc., with its principal offices at 5900 W. Clearwater Ave. 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. Terms and Conditions (this document)

**2. DURATION OF CONTRACT**

The term of this Contract shall begin May 1, 2013 and shall expire on December 31, 2014. The CONTRACTOR shall complete all work by the time mutually agreed to by the parties' Contract Representatives provided in Section 4, or if no such time is agreed to, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. "As needed" automotive battery maintenance, repair and/or replacement.
- 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 to by the parties' contract representatives.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>05/28/13</u>	Execute Contract	_____	Consent Agenda	<u>X</u> _____
Subject:	CWLERN Termination Agreement	Pass Resolution	<u>X</u> _____	Public Hearing	_____
		Pass Ordinance	_____	1st Discussion	_____
		Pass Motion	_____	2nd Discussion	_____
Prepared by:	B. White	Other	_____	Other	_____
Reviewed by:	J. Thompson				

**BACKGROUND INFORMATION/SUMMARY**

In January of 1993, an Interlocal Agreement was entered into by Yakima County, Chelan County, Okanogan County, Douglas County, Grant County, Kittitas County and Benton County, pursuant to the provisions of RCW 39.34. The purpose of the Interlocal Agreement was to formulate and operate a mutual radio network that would enable the member counties to communicate during emergencies, the Central Washington Law Enforcement Regional Network (CWLERN).

The County Sheriffs of the aforementioned seven participating jurisdictions agree that technology advances and other options for emergency communication have made CWLERN redundant and unnecessary. The County Sheriffs also agree that the money used to maintain CWLERN would be more effectively used for other public-safety needs and thus concur with the termination of the 1993 Interlocal Agreement.

**RECOMMENDATION**

Authorize the termination of the 1993 Interlocal Agreement by signing the new and attached Central Washington Law Enforcement Regional Network (CWLERN) Termination Agreement.

**FISCAL IMPACT**

Yakima County will disburse the remaining operating/equipment replacement funds equally among the seven Participating Jurisdictions. No supplement is required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF AUTHORIZING THE TERMINATION OF THE 1993 CENTRAL WASHINGTON LAW ENFORCEMENT REGIONAL NETWORK (CWLERN) INTERLOCAL AGREEMENT

**WHEREAS**, in 1993 the County Sheriffs of Benton, Chelan, Douglas, Grant, Kittitas, Okanogan, and Yakima Counties, in Central Washington, entered into an interlocal agreement between themselves to formulate and operate a Central Washington Law Enforcement Regional Network, hereinafter "CWLERN", which would enable them to communicate during emergencies; and

**WHEREAS**, the County Sheriffs of the aforementioned seven Participating Jurisdictions agree that technology advances and other options for emergency communication have made CWLERN redundant and unnecessary; and

**WHEREAS**, the County Sheriffs of the aforementioned seven counties agree the money used to maintain CWLERN would be more effective if said funds were used for other public safety needs; and

**WHEREAS**, the governing bodies of the above-mentioned Participating Jurisdictions concur with the termination of the 1993 Interlocal Agreement; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the termination of the 1993 Interlocal Agreement by signing and entering into the Central Washington Law Enforcement Regional Network (CWLERN) Termination Agreement; and

**BE IT FURTHER RESOLVED**, this agreement shall commence only on the date when the agreement has been executed by all seven Participating Jurisdictions and shall continue until terminated as provided in Section 4 of the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office,  
cc: Auditor, R. Ozuna, CWLERN

Prepared by: B. White

**CENTRAL WASHINGTON LAW ENFORCEMENT REGIONAL NETWORK (CWLERN)  
TERMINATION AGREEMENT**

THIS Agreement is made and entered into by and between the following Participating Jurisdictions:

Benton County  
Chelan County  
Douglas County  
Grant County  
Kittitas County  
Okanogan County  
Yakima County

WITNESSETH:

WHEREAS, in 1993 the County Sheriffs of the aforementioned seven Participating Jurisdictions in Central Washington entered into an interlocal agreement between themselves to formulate and operate a Central Washington Law Enforcement Regional Network, hereinafter "CWLERN", which would enable them to communicate during emergencies; and,

WHEREAS, the County Sheriffs of the aforementioned seven Participating Jurisdictions agree technology advances and other options for emergency communication have made CWLERN redundant and unnecessary; and,

WHEREAS, the County Sheriffs of the aforementioned seven counties agree the money used to maintain CWLERN would be more effective if said funds were used for other public-safety needs; and,

WHEREAS, the governing bodies of above-mentioned Participating Jurisdictions concur with the termination of the 1993 Interlocal Agreement; and,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Participating Jurisdictions hereto agree as follows:

1. DURATION. This Agreement shall commence only on the date when the Agreement is executed by all seven Participating Jurisdictions and shall continue until terminated as provided herein.
2. DUTIES SPECIFIC TO CHELAN COUNTY.
  - 2.1 Chelan County will arrange to remove the existing CWLERN repeaters and related equipment at the CWLERN Mission Ridge radio site and will decommission the CWLERN radio site.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	6/18/2013	Execute Contract	<u>  X  </u>	Consent Agenda	<u>  X  </u>
Subject:	Work Crew 5	Pass Resolution	<u>  X  </u>	Public Hearing	<u>      </u>
	City of	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
	Kennewick	Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
Prepared by:	J. Thompson	Other	<u>      </u>	Other	<u>      </u>
Reviewed by:	R. Lukson				

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law. The continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self-discipline.

The current agreement allows for work crew services to be provided at the Coliseum located at 7100 West Grandridge Boulevard, Kennewick, WA 99336. The City has requested to have these services provided to other areas within the City of Kennewick when the services are not needed at the Coliseum.

**APPROVED TO FORM**

Ryan Lukson, DPA

**RECOMMENDATION**

The Benton County Sheriff's Office recommends amending the current agreement for the purpose of having Benton County provide work crew(s) to locations requested by the City of Kennewick. The amendment shall be effective from May 1, 2013 and shall be in effect unless this agreement is terminated or extended as set forth therein.

**FISCAL IMPACT**

There will be additional expenses relating to fuel and vehicle maintenance, which will be reimbursed to the County via this agreement. A supplement might be needed at a later date for the additional expenses that are 100% reimbursed by the City.

**MOTION**

Consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK FOR THE PURPOSE OF HAVING BENTON COUNTY PROVIDE WORK CREW(S) TO THE COLISEUM IN KENNEWICK, WA; AMENDING RESOLUTION 11-510

WHEREAS, per Resolution 11-510 dated August 1, 2011, the Board of Benton County Commissioners entered into an agreement with the City of Kennewick for the purpose of having Benton County provide work crew(s) to the Toyota Center Coliseum in Kennewick, WA; and

WHEREAS, this First Amendment to said agreement is necessary as the City of Kennewick wishes to remove the exact location of where services are to be performed in order to allow for full utilization of the work crew(s) at other agreed upon locations; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached First Amendment to the current agreement between Benton County and the City of Kennewick for the provision of work crew(s) at any agreed upon location for the City of Kennewick; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the Chairman to sign the attached First Amendment to said agreement; and

**BE IT FURTHER RESOLVED**, the attached First Amendment shall be effective from May 1, 2013 and shall be in effect unless this agreement is terminated or extended as set forth therein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**First Amendment to the Agreement Between Benton County and City of  
Kennewick for the Provision of Work Crews  
Awarded per  
Resolution 2011-510**

This First 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, (hereinafter "County") and the City of Kennewick, a political subdivision, with its principal offices at 210 W. 6<sup>th</sup> Avenue, Kennewick, WA 99336, (hereinafter "City").

Amendment Start Date ..... May 1, 2013  
Amendment End Date..... Indefinite  
unless this Agreement is terminated as set forth therein.

By way of this First Amendment to the Agreement for the Provision of Work Crews between the County and City the parties wish to amend their Agreement by removing the exact location of where services are to be performed. This will allow the full utilization of the Work Crew by the City. To that effect, the parties hereby agree the first paragraph of the Agreement is to be removed in its entirety and replaced with the following:

1. This Agreement is entered into by and between Benton County a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, (hereinafter "County") and the City of Kennewick, a political subdivision, with its principal offices at 210 W. 6<sup>th</sup> Avenue, Kennewick, WA 99336, (hereinafter "City") for the purpose of having Benton County provide work crew(s) to the City of Kennewick for monetary compensation as set forth below.

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

For the City:

  
\_\_\_\_\_

Title: MAYOR Date 5/2/13

For Benton County:

\_\_\_\_\_

Date

\_\_\_\_\_

Attest: Clerk of the Board

Approved as to Form:

  
\_\_\_\_\_

Benton County Prosecutor's Office

**First Amendment to the Agreement Between Benton County and City of  
Kennewick for the Provision of Work Crews  
Awarded per  
Resolution 2011-510**

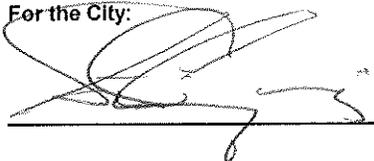
This First Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, (hereinafter "County") and the City of Kennewick, a political subdivision, with its principal offices at 210 W. 6<sup>th</sup> Avenue, Kennewick, WA 99336, (hereinafter "City").

Amendment Start Date ..... May 1, 2013  
Amendment End Date..... Indefinite  
unless this Agreement is terminated as set forth therein.

By way of this First Amendment to the Agreement for the Provision of Work Crews between the County and City the parties wish to amend their Agreement by removing the exact location of where services are to be performed. This will allow the full utilization of the Work Crew by the City. To that effect, the parties hereby agree the first paragraph of the Agreement is to be removed in its entirety and replaced with the following:

1. This Agreement is entered into by and between Benton County a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, (hereinafter "County") and the City of Kennewick, a political subdivision, with its principal offices at 210 W. 6<sup>th</sup> Avenue, Kennewick, WA 99336, (hereinafter "City") for the purpose of having Benton County provide work crew(s) to the City of Kennewick for monetary compensation as set forth below.

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

For the City:  
  
\_\_\_\_\_

Title: MAYOR Date 5/2/13

For Benton County:  
  
\_\_\_\_\_  
Benton County Commissioners Date

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

Approved as to Form:  
  
\_\_\_\_\_  
Benton County Prosecutor's Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	June 18, 2013	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	Boating Safety Grant	Pass Resolution	<u>  X  </u>	Public Hearing	_____
Prepared by:	L. Small	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	R. Lukson	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Per Resolution 2012-416 dated July 24, 2012, the Board of County Commissioners approved and authorized the Benton County Sheriff to sign the grant application for the participation of the FY13 Washington State Parks Recreational Boating Safety Program Federal Financial Assistance Grant for the period of July 1, 2012 through June 30, 2013, for an amount not to exceed \$58,914.

Said grant funding is used to provide additional law enforcement marine services within Benton County.

**APPROVED BY**

Ryan Lukson

**SUMMARY**

The Washington State Parks and Recreation Commission is offering an additional \$300,000 to qualified agencies to supplement the current agreements, which is based on the agency's performance activities reported to the State Parks with no additional requirements necessary to receive the additional funding.

The amount of additional funding being offered to Benton County is \$8,365, which is above and beyond the \$58,914 that was originally awarded.

Washington State Parks and Recreation Commission has also offered to extend the time period from July 1, 2013 through September 30, 2013, with the same terms and conditions of the original award application and letter of award.

**RECOMMENDATION**

Approve and accept the extension and additional funding being offered in the amount of \$8,365 with a final term date of September 30, 2013.

**FISCAL IMPACT**

Additional grant funding coming into the County.

**MOTION**

Consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE GRANT FUNDING AND EXTENDING THE TIME PERIOD FOR THE FY13 WASHINGTON STATE PARKS RECREATIONAL BOATING SAFETY PROGRAM FEDERAL FINANCIAL ASSISTANCE GRANT

**WHEREAS**, per Resolution 2012-416 dated July 24, 2012, the Board of County Commissioners approved and authorized the Benton County Sheriff to sign the grant application for the participation of the FY13 Washington State Parks Recreational Boating Safety Program Federal Financial Assistance Grant for the period of July, 1 2012 through June 30, 2013, for an amount not to exceed \$58,914; and

**WHEREAS**, said grant funding is used to provide additional law enforcement marine services within Benton County; and

**WHEREAS**, an additional \$300,000 total is being offered to qualified agencies to supplement the current agreement, which is based on the agency's performance activities reported to the State Parks with no additional requirements necessary to receive the additional funding; and

**WHEREAS**, the amount of additional funding awarded to Benton County is \$8,365, which is above and beyond the \$58,914 that was originally awarded; and

**WHEREAS**, the Washington State Parks and Recreation Commission has also offered to extend the time period from July 1, 2013 through September 30, 2013, with the same terms and conditions of the original award application and letter of award; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves and accepts the additional funding for the participation in the FY13 Washington State Parks Recreational Boating Safety Program Federal Financial Assistance Grant in the amount of \$8,365, and extends the time period from July 1, 2013 through September 30, 2013.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

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

Orig: Sheriff's Office  
cc: Auditor

Prepared by: L. Small

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 6/18/2013	Execute Contract	<u>X</u>
Subject: <u>JAG Grant Interlocal Agreement</u>	Pass Resolution	<u>X</u>
Prepared by: <u>Clay Vannoy</u>	Pass Ordinance	_____
Reviewed by: <i>J. KEANE</i>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office would like to participate in the 2013 Justice Assistance Grant (JAG) which will be distributed to Kennewick Police Department and the Benton County Sheriff's Office. The total award is \$24,189.00. The breakdown of funds is as follows:

KPD- \$12,094.50

BCSO- \$12,094.50

**SUMMARY**

The Benton County Sheriffs' Office would like to use the grant funds to purchase a Simunition conversion kits for both the Patrol rifles and handguns, Inert training guns for defensive tactics training, and four M-4 Patrol rifles.

**APPROVED TO FORM**

Ryan Lukson, DPA

**RECOMMENDATION**

Authorize the Chairman of the Board to sign the Interlocal Agreement.

**FISCAL IMPACT**

This is a reimbursable grant through the City of Kennewick. A supplement for the amount of \$12,094.50 is required and will be done at a later date.

**MOTION**

**2013 Justice Assistance Grant Project Narrative**

Captain Clay Vannoy  
Benton County Sheriff's Office  
7122 W. Okanogan Bldg. B  
Kennewick, WA 99336  
(509) 735-6555 x/3283  
Clay.vannoy@co.benton.wa.us

**Benton County Sheriffs' Office 2013 JAG grant allowance- \$12,094.**

**The Sheriff's Office would like to undertake the project of enhancing our capabilities in:**

**Training:** It is proposed that the Benton County Sheriffs' Office purchase simunition conversion kits for both the M-4 rifles and S&W M&P handguns that are currently issued by the BCSO. We would also like to purchase "Blue Gun" inert training guns to use in defensive tactics and scenario training.

**Reasons:**

- 1) Due to the recent change in handguns by the BCSO, upgraded simunition conversion kits are needed to use the new handguns during training.
- 2) The current M-4 rifle conversion kits are badly in need of an upgrade and the new kits will allow the deputies to use their issue rifle (and optics) with little modification.
- 3) Again, due to the recent change in handguns, new inert training guns are needed.

**Patrol rifles:** The remainder of the JAG grant monies will be used to purchase S&W M&P 15 patrol rifles to continue to upgrade our inventory from the older M-16 A1 rifles that are currently issued.

**Reason:** The current M-16 A1 rifles are, in some cases, over 35 years old. The new rifles are smaller, lighter and allow the use of optics and allow a wider range of 5.56 ammunition.

**Estimated Cost:**

**M-4 conversion kits with ammo- \$4,295.87**

**Handgun conversion kits w/ ammo and mags- \$2,708.53**

**Blue Gun training guns- \$727.34**

**4 ea. S&W M&P 15 M-4 rifles- \$3,898.80**

**Total: \$ 11,630.54**

All prices include tax and shipping and may vary slightly depending on date of purchase.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WA AND COUNTY OF BENTON, WA FOR THE 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG).

WHEREAS, the Benton County Sheriff's Office would like to participate in the 2013 Byrne Justice Assistance Grant (JAG) to fund the purchase of simunition conversion kits for both the patrol rifles and handguns, inert training guns for defensive tactics training, and four (4) M-4 patrol rifles; and

WHEREAS, the total amount awarded to the City of Kennewick and the County of Benton was \$24,189, which will be split evenly between the two parties; and

WHEREAS, the City of Kennewick agrees to pay Benton County a total of \$12,094.50 of JAG funds; NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign on the Interlocal Agreement for the 2013 Byrne Justice Assistance Grant (JAG); and

BE IT FURTHER RESOLVED, Benton County's portion of the 2013 JAG award is \$12,094.50; and

BE IT FURTHER RESOLVED, the term of the attached Interlocal agreement shall commence upon signature of both parties and shall terminate September 30, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, City of Kennewick

Prepared by: C. Vannoy

THE STATE OF WASHINGTON  
COUNTY OF BENTON

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF KENNEWICK, WA AND COUNTY OF BENTON, WA**

**2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 18<sup>th</sup> of June, 2013, by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as CITY), both of Benton County, State of Washington, witnesseth:

...**WHEREAS**, this Agreement is made under the authority of RCW 39.34 and,

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

**WHEREAS**, the total award to CITY and COUNTY is \$24,189, which will be split evenly between the Kennewick Police Department and the Benton County Sheriff's Office, as they are certified as disparate, therefore requiring one application and award to be shared between both jurisdictions; and,

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>  <b>Subject:</b> <u>A resolution supporting Fair Housing Policy in Benton County</u>  <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Agreement</b> _____ <b>Pass Resolution</b> _____X_____ <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> _____ <b>Public Hearing</b> _____ <b>1st Discussion</b> _____X_____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

As part of the Community Development Block Grant Application it is necessary that Benton Franklin Counties Department of Human Services submit a Fair Housing Policy for Benton County.

**COORDINATION**

Ed Thornbrugh-DHS

**RECOMMENDATION**

- Sign the resolution supporting Fair Housing Policy in Benton County.

**FISCAL IMPACT**

There is no impact on the current expense budget.

**MOTION**

To approve signing a resolution of the Board of Benton County Commissioners of Benton County Washington, supporting Fair Housing Policy in Benton County.




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Signature

# RESOLUTION

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

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

**RE: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, SUPPORTING FAIR HOUSING POLICY IN BENTON COUNTY, WASHINGTON**

**WHEREAS**, let it be known to all persons of the County of Benton that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, sex, national origin, handicapped or familial status, is prohibited by the Federal Fair Housing Act. It is the policy of the County of Benton to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicapped or familial status. Therefore, Benton County does hereby pass the following Resolution; NOW, THEREFORE,

**BE IT RESOLVED**, that within available resources, the County of Benton will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, handicapped or familial status to seek equity under federal and state laws by filing a complaint with the Washington Human Rights Commission or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division; and

**BE IT FURTHER RESOLVED**, that the County of Benton shall publicize this Resolution and through this publicity shall cause owners of real estate, developers and builders, to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and any applicable state or local laws or ordinances; and

**BE IT FURTHER RESOLVED**, that said program will, at a minimum, include, but not be limited to: (1) the printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers and any other means which will bring the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and

**BE IT FURTHER RESOLVED**, this Resolution shall take effect on the date it is signed by the Board of Benton County Commissioners.

Dated this . . . .day of . . . . ., 2013

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> <u>A resolution supporting the policy for Residential Anti-Displacement and Relocation Assistance Plan</u>  <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Agreement</b> _____ <b>Pass Resolution</b> _____X_____ <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> _____ <b>Public Hearing</b> _____ <b>1st Discussion</b> _____X_____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

As part of the Community Development Block Grant Application it is necessary that Benton Franklin Counties Department of Human Services submit a resolution supporting the policy for Residential Anti-Displacement and Relocation Assistance Plan.

**COORDINATION**

Ed Thornbrugh-DHS

**RECOMMENDATION**

- Sign the resolution supporting the policy for Residential Anti-Displacement and Relocation Assistance Plan.

**FISCAL IMPACT**

**There is no impact on the current expense budget.**

**MOTION**

To approve signing a resolution of the Board of Benton County Commissioners of Benton County Washington, supporting the policy for Residential Anti-Displacement and Relocation Assistance Plan.



\_\_\_\_\_  
Signature

# RESOLUTION

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

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

**RE: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, SUPPORTING THE POLICY FOR RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(D) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

**WHEREAS**, the County of Benton will replace all occupied and vacant occupiable low-income dwelling units demolished or converted to a use other than as low-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.488; **NOW, THEREFORE**

**BE IT RESOLVED**, that all replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County of Benton will make public and submit to the state CDBG program staff the following information in writing:

1. A description of the proposed assisted activity.
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-income dwelling units as a direct result of the assisted activity.
3. A time schedule for the commencement and completion of the demolition or conversion.
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
5. The source of funding and a time schedule for the provision of replacement dwelling units.
6. The basis for concluding that each replacement dwelling unit will remain a low-income dwelling unit for at least ten (10) years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of low-income households in the jurisdiction.

**BE IT RESOLVED**, that the County of Benton will provide relocation assistance, as described in 570.488, to each low-income household displaced by the demolition of housing or by the conversion of a low-income dwelling to another use as a direct result of assisted activities; and

**BE IT FURTHER RESOLVED**, that consistent with the goals and objectives of activities assisted under the act, the County of Benton will take the following steps to minimize the displacement of persons from their homes.

The steps the County of Benton will take include the following:

1. Use CDBG funds to provide seed money grants or loans, long-term mortgage loans at favorable rates, or capital grants to tenant groups of multi-family buildings to help them convert to cooperatives.
2. Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first and tenants moved in before rehabilitation on occupied units or buildings is begun.
3. Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.
4. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.
5. Establish counseling centers operated by the city or non-profit organizations to assist homeowners and renters to understand the range of assistance that may be available to help them in staying in the area in the face of revitalization pressures.
6. Establish a program of grants or deferred loans for rehabilitation or repairs to property owners who agree to limit rent increases for five to ten years.
7. Develop displacement watch system in cooperation with neighborhood organization to continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.
8. Adopt policies that help to ensure certain rights for tenants faced with condominium or cooperative conversions.
9. Consider the adoption of tax assessment policies to reduce the impact of rapidly increasing assessments on lower-income owner-occupants or tenants in revitalizing areas, such as (a) deferred neighborhood-wide reassessments if area has not yet been extensively upgraded; or (b) deferred tax payment plans or exemptions.
10. Shift the concentrated demand generated by intense investment in one or two neighborhoods to other neighborhoods by (a) cessation of any publicly-supported rehabilitation except for low-income housing; (b) targeting public improvements into several other neighborhoods with potential for revitalization; and (c) conduction of advertising campaigns to attract interest in other neighborhoods.

Dated this . . . .day of . . . . ., 2013

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

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

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 18-June-2013	Execute Contract	Consent Agenda
Subject: Storage Area Network (SAN) Expansion CIP 2011-2016	Pass Resolution	Public Hearing
By: Robert F. Heard	Pass Ordinance	1st Discussion <u>x</u>
Reviewed By:	Pass Motion <u>x</u>	2nd Discussion
	Other	Other

**BACKGROUND  
INFORMATION**

The Storage Area Network (SAN) is comprised of data storage in two locations. There is one SAN at the Justice Center and one located at the Courthouse. Every County Department uses the SAN for file and folder management. Not only does the SAN store the data that the County uses every day, the SAN also creates backups and replicates the data. Backups are also called snapshots. Snapshots are taken daily which allows Central Services to retrieve data that departments either misplace or accidentally deletes. Replication is a process that takes a copy of the data and copies the data to an offsite SAN. The Justice Center replicates its data to the Courthouse, while the Courthouse replicates its data to the Justice Center. This provides a redundant copy of the data in cases of a catastrophic disaster. If a disaster would occur, we would be able to make County data available at the other replicated location.

Since 2009, the County SAN has more than doubled every year. Central Services started with 32 terabytes of storage in 2009, added another 32 terabytes in 2010, and in 2012 added another 48 terabytes trying to keep up with demand. Some of the reasons for this data explosion can be contributed to one of Central Services core responsibilities; securing County data. By expanding the SAN, Central Services will be able to broaden its ability to backup and secure County data. In addition, Central Services will be able to start testing and implementing more virtual servers and desktops. Virtualizing Servers is one of Benton County's 2013-2018 Capital Improvement Projects. The SAN Expansion will provide Central Services an even more appropriate testing environment to improve Central Services skills in virtualization. Another driver is the Administration's Green Initiative, headed up by Loretta Smithkelty. The Green Initiative has attracted a slew of County Departments that want to go paperless. Creating paperless opportunities for the County will only increase the demand for data storage as well as backups. Lastly, the Superior Court Clerk, Josie Delvin is in the process of starting to digitize historic records that she has stored in 6 different locations. Along with digitizing documents, the Clerk's Office will be transitioning from Liberty (their current imaging software) to OnBase. The move to OnBase will have a huge impact on the County's SAN due to the Clerk's Office needing both Liberty and OnBase running at the same time simultaneously.

**SUMMARY**

Central Services would like permission from the Commissioners to begin the formal competitive bid process explained in Section 2.2.3, Purchases or Leases of \$25,000 or more, as outlined in Benton County's Procurement, Leasing, and Contracting Policy for the purchase of the Storage Area Network (SAN) Expansion, CIP 2011-2016.

**RECOMMENDATION**

1<sup>ST</sup> Permit Central Services to proceed with Storage Area Network (SAN) Expansion.

**FISCAL IMPACT**

**MOTION**

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 18 Jun 2013</b> <b>Subject: YBFWRB</b> <b>Memo Date: 11 Jun 2013</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b> <span style="float: right;"><b>X</b></span>

## **SUMMARY**

Alex Conley, Executive Director of the Yakima Basin Fish and Wildlife Recovery Board (YBFWRB) will lead a general presentation about the organization – its history, its projects, and where it stands today. He may be joined by other members of his staff, as well as Board member(s) from the organization.

## **BACKGROUND**

The YBFWRB resulted from the combination of two separate but similar entities – the Yakima River Basin Salmon Recovery Board and the Yakima Subbasin Fish & Wildlife Planning Board – that were each focused on fisheries recovery and enhancement activities in the Yakima Basin. YBFWRB was formed in 2006 through an interlocal agreement signed by 22 local governments from throughout the basin, including Benton County.

The Board now meets bimonthly, with separate additional meetings for the executive board. Former Commissioner Leo Bowman was a founding member of the Board, and Adam Fyall has served as the County’s alternate from the beginning and regularly attends the meetings.

YBFWRB has an office in Yakima and has three full-time staff, plus a part-time contract employee.

Mr. Conley plans to give a reasonably brief, yet comprehensive overview of YBFWRB. He will go over this history and organization in a little more detail, then focus on the types of projects we have worked on over the years and the results. He hopes that the meeting will be conversational and looks forward to the dialogue and Commissioners’ questions. It has been a few years since we have had Mr. Conley down to talk to our Board, so we wanted to give him the opportunity to reintroduce himself and the organization.

There is no advance background material, but a good overview of the organization can be found at their website: [www.ybfwrb.org](http://www.ybfwrb.org)

## **FISCAL IMPACT**

None.

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