

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



to view items in detail, please
click on highlighted area.

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, December 18, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ December 4, 2012

Review Agenda

Consent Agenda

Animal Control

a. Contract w/ Pet Medical Center for Spay and Neutering Services

Assessor

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

c. Line Item Transfer, Fund No. 0000-101, Dept. 101

d. Agreement w/Manatron, Inc. for Purchase of Ascend eFile

Auditor

e. Updating County Funds for Governmental Accounting Standards Board Statement Number 54; Rescinding Resolution 11-792

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

g. Line Item Transfer, Fund No. 0104-101, Dept. 000

Board of Equalization

h. Line Item Transfer, Fund No. 0000-101, Dept. 103

Commissioners

i. Benton County Budgets; Amending Resolution 2012-622

j. Line Item Transfer, Fund No. 0000-101, Dept. 115

k. Line Item Transfer, Fund No. 0000-101, Dept. 114

l. Line Item Transfer, Fund No. 0142-101, Dept. 000

m. Payment Authorization to Fred's Carpet Cleaning for Carpet & Upholstery Cleaning

n. Settlement Agreement w/Tapani Underground, Inc.

Coroner

o. Line Item Transfer, Fund No. 0000-101, Dept. 109

p. Copier Lease Agreement w/KBL, Inc. for Office Copier

District Court

- q. Line Item Transfer, Fund No. 0000-101, Dept. 111
- r. Contract w/M Rudeen for Interpreter Services
- s. Contract w/A Uvalle for Interpreter Services
- t. Contract w/Washington Collectors for Collection Services for Delinquent Fines

Facilities

- u. Contract w/Apollo Sheet Metal, Inc. for HVAC Services
- v. Purchase Authorization from Bella's Office Furniture for Shelving
- w. Line Item Transfer, Fund No. 0000-101, Dept. 110
- x. Contract Amendment w/DNR Systems, Inc. for Upgrading Ethernet Floor System

Human Services

- y. Contract Amendment w/Department of Social & Health Services, Division of Behavioral Health and Recovery
- z. Purchase Authorization for Computers, Printers, Network Devices, Software & Support
- aa. Authorization to Purchase Computer and Printer Consumables
- bb. Amended Contract w/WA St Dept of Commerce, Community Services & Housing Division
- cc. Amended Agreement w/Greater Columbia Behavioral Health for Mental Health Services
- dd. Amended Agreement w/Lourdes Counseling Center for Shelter Plus Care
- ee. Amended Agreement w/Salvation Army to Provide Housing & Services
- ff. Authorization for Chairman to Sign Amendments to Homeless Housing & Assistance Subcontracts

Juvenile

- gg. Agreement w/State of WA, Administrative Office of the Courts for Interpreter Funding
- hh. Contract Amendment w/Inter-City Legal Processing & Messenger Service, LLC.
- ii. Amended Contract w/M Poland for Indigent Legal Representation
- jj. Contract w/Washington Collectors Tri-Cities, Inc. for Collection of Unpaid Fees
- kk. Line Item Transfer, Fund No. 0115-101, Dept. 171

Office of Public Defense

- ll. Payment Authorization to Law Firm of Armstrong, Klym, Waite, Atwood & Jameson PS for Mediator Services
- mm. Payment Authorization to Law Firm of Keller W. Allen, P.C. for Subcontracted Legal Consulting Services
- nn. Compensation Authorization for A Farabee for Exceeding Contractual Case Cap
- oo. Compensation Authorization for A McKinley for Exceeding Contractual Case Cap
- pp. Compensation Authorization for P Younesi for Court Appearances
- qq. Compensation Authorization for M Poland for Exceeding Contractual Case Cap
- rr. District Court Public Defense Services w/M Cano
- ss. Contract w/M Torres for Public Defense Investigative Services
- tt. Contract w/M Almquist for Public Defense Investigative Services
- uu. Contract w/J Porteous for Public Defense Investigative Services
- vv. Superior Court Public Defense Contract w/S Ajax
- ww. Superior Court Public Defense Contract w/K Kane
- xx. Superior Court Public Defense Contract w/J Metro
- yy. Superior Court Public Defense Contract w/R Swinburnson
- zz. Superior Court Public Defense Contract w/C Harkins
- aaa. Line Item Transfer, Fund No. 0000-101, Dept. 136

Personnel

- bbb. Employee of the Month Appointment
- ccc. Line Item Transfer, Fund No. 0504-101, Dept. 000

ddd Contract w/Inter-City Legal Processing & Messenger Service LLC for Process Service
Prosecuting Attorney

eee Line Item Transfer, Fund No. 0000-101, Dept. 117

fff Lease Agreement w/Copiers Northwest for Sharp Copier

Public Works

ggg Project Prospectus for Travis Road

hhh Award of Crushing & Stockpiling Contract to Deatley Crushing Company

iii Line Item Transfer, Fund No. 0501-101, Dept. 650

jjj Line Item Transfer, Fund No. 0155-101, Dept. 000

kkk Contract Amendment w/Burlington Environmental, LLC for Hazardous Waste Collection

lll Adoption of 2013 1-Year Road Program

mmm Amended Intergovernmental Agreement w/WA Dept of Enterprise Services

nnn Amended Interlocal Agreement w/Columbia Irrigation District

Sheriff

ooo Line Item Transfer, Fund No. 0000-101, Dept. 118

ppp Line Item Transfer, Fund No. 0000-101, Dept. 119

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

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

sss Line Item Transfer, Fund No. 0000-101, Dept. 125

ttt Purchase Authorization from Life Safety Corporation for Gas Masks & Equipment Bags

uuu Contract Amendment w/Olympic Security Services, Inc. for Security Guard Services

vvv Contract w/Bergstrom Aircraft, Inc. for Aircraft Maintenance & Supplies

www Agreement w/Benton County Fire District #1 for Work Crews

xxx Contract w/Action Auto Services, LLC for Vehicle Tows

yyy Contract w/Mel's Inter City Collision, Inc. for Vehicle Tows

zzz Contract w/Northwest Marine & Sport, LLC for Boat Fleet Repairs

aaaa Contract w/Pronto Process Service, Inc for Process Service & Delivery

bbbb Contract w/Psychological Consultants, Inc. for Psychological Evaluations

cccc Contract w/Patricia J. Allstead for Barber Services at Jail

dddd Agreement w/Thurston County Sheriff's Office for Use of Jail Facilities

eeee Amended Agreement w/State of WA, Dept of Corrections for Jail Bed Space

ffff Interlocal Agreement w/BC Tri-Cities Regional Swat Team & Franklin Co Sheriff's Office

gggg Interlocal Agreement w/BC Tri-Cities Regional Swat Team & City of West Richland

hhhh Contract w/Keefe Commissary

iiii Contract w/Tower Plaza Cleaner

jjjj Contract w/Jiffy Car Wash

kkkk Contract w/Consolidated Food Management, Inc. for Food Services @ Jail

llll Contract w/Telmate LLC for Inmate Phone Service

mmmm Contract Amendment w/ Dr. Brooks Watson MD for Inmate Physician Services

Superior Court

nnnn Contract w/A Armijo for Interpreter Services

oooo Purchase Authorization from Trial Court Improvement Fund Committee

pppp Line Item Transfer, Fund No. 0156-101, Dept. 000

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

rrrr Adopting Percentage Rates for Salaries for BF Superior Court

Sustainable Development

ssss Contract w/Benton City Economic Development Council for Economic Development

tttt Contract w/Prosser Economic Development Association for Economic Development

Treasurer

uuuu Contract w/Master’s Touch LLC for Printing & Mailing Property Tax Statements

vvvv Contract Extension w/Bid-4-Assets, Inc. for Property Online Foreclosure Sale Services

Public Hearing

Adoption of Final Biennium Budgets ~ K Mercer

Formation of County Road Improvement District 23 ~ S Becken

Scheduled Business:

Judicial Position Support Request ~ P Austin

Port of Pasco Request for Support on Airport Runway Extension ~ Commissioner Beaver

Unscheduled Visitors

Board Assignment Update

Executive Session

Potential Litigation ~ R Hay

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 4, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Central Services Manager Randy Reid; Valerie Smith, Planning; Nick Kooiker, Treasurer's Office; Pat Powell, Auditor's Office; District Court Administrator Jacki Lahtinen; Clerk Josie Delvin.

Approval of Minutes

The Minutes of November 27, 2012 were approved.

Consent Agenda

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

Building

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

Central Services

- b. Purchase Authorization for Information Technology Equipment and Software
- c. Line Item Transfer, Fund No. 0502-101, Dept. 000

Clerk

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

Commissioners

- e. Organization of Benton County Commissioners; Rescinding Resolution 11-794
- f. 2013 Non-Bargaining Contribution to Employee Insurance Benefits

District Court

- g. Interlocal Agreement w/State of WA, Administrative Office of the Courts for Interpreter Funding

Juvenile

- h. Contract w/Connections Consulting for Interpreter Services
- i. Amended Agreement w/D Anderson for Indigent Legal Representation
- j. Amended Agreement w/J Paulsen for Indigent Legal Representation
- k. Amended Agreement w/K Moreno for Indigent Legal Representation
- l. Amended Agreement w/D Campbell for Indigent Legal Representation

Parks

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

Public Works

- n. Letter to Washington State Department of Transportation re County Engineer
- o. Approval of Plans and Specifications for Dallas Road Grading
- p. Appropriation of Additional funds for Mountain Ridge Court Drywell

Sheriff

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

Treasurer

- r. Amended Agreement w/Technologies Unlimited for Software Upgrades

Public Hearing – Official Zoning Map

Mike Shuttleworth presented the amendments to the Benton County Official zoning Map and recommended the Board approve the changes and adopt the ordinance.

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

MOTION: Commissioner Small moved to approve the ordinance adopting the Benton County Official zoning Map and authorizing the Chairman to sign. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Commissioner Assignment Update

Commissioner Small said he sat on the canvassing board and they certified the election; attended a B-F Health Board meeting and HBA meeting.

Commissioner Bowman said it was a quiet week. He also attended the B-F Health Board meeting and HBA meeting.

Chairman Beaver said he attended a meeting for Workforce Development Council and the same meetings as the other members. He also mentioned he would be attending the planetarium presentation at CBC tonight.

Unscheduled Visitors

Veterans' Assistance - Waiver

Pat Powell presented a petition for income limit waiver by Beatrice Gowdy for the Board's approval.

MOTION: Commissioner Bowman moved to approve the petition for income limit waiver for Beatrice Gowdy. Commissioner Small seconded and upon vote, the motion carried.

Steve Becken introduced Dan Ford, the new County Engineer.

The Board recessed, reconvening 9:15 a.m.

Yakima Basin Salmon Recovery Update

Adam Fyall said that Commissioner Bowman had been involved with the Fish & Wildlife Recovery Board and that he had been the alternate. He introduced Nancy Lilquist, Chair (Ellensburg City Council), Paul Ward, member (Yakama Nation), Alex Conley, Executive Director, and Heather Hadsel, Operations Manager.

Ms. Lilquist said that in anticipation of Commissioner Bowman retiring, they wanted to recognize his contribution and participation to the Board. She said through Leo's leadership he brought together communities and the overlapping boards to organize the current Yakima Basin Fish & Wildlife Recovery Board. She said they wanted to thank him for his leadership and that she personally learned a lot about collaboration of efforts.

Alex Conley said when he was hired in 2006, there were 26 government agencies involved in the process and Commissioner Bowman was the one that kept them grounded and reminded them of the importance of local government. He read a letter into the record from Lynn Hatcher at Noah Fisheries thanking Leo for his dedicated service and leadership.

Paul Ward said it was through Leo's leadership at the county level that allowed this group to form and he praised him for his guidance and accomplishments. He said he had been a real leader and thanked him for his work on salmon recovery.

The group then presented Commissioner Bowman with a framed certificate and carved wooden fish.

Vouchers

Check Date: 11/30/2012
Warrant #: 70310-70521
Taxes #: 010111129
Total all funds: \$763,649.24

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

Resolutions

- 2012-752: Line Item Transfer, Fund No. 0149-101, Dept. 000
- 2012-753: Purchase Authorization for Information Technology Equipment and Software
- 2012-754: Line Item Transfer, Fund No. 0502-101, Dept. 000
- 2012-755: Line Item Transfer, Fund No. 0000-101, Dept. 106
- 2012-756: Organization of Benton County Commissioners; Rescinding Resolution 11-794
- 2012-757: 2013 Non-Bargaining Contribution to Employee Insurance Benefits
- 2012-758: Interlocal Agreement w/State of WA, Administrative Office of the Courts for Interpreter Funding
- 2012-759: Contract w/Connections Consulting for Interpreter Services
- 2012-760: Amended Agreement w/D Anderson for Indigent Legal Representation
- 2012-761: Amended Agreement w/J Paulsen for Indigent Legal Representation
- 2012-762: Amended Agreement w/K Moreno for Indigent Legal Representation
- 2012-763: Amended Agreement w/D Campbell for Indigent Legal Representation
- 2012-764: Line Item Transfer, Fund No. 0000-101, Dept. 126
- 2012-765: Approval of Plans and Specifications for Dallas Road Grading
- 2012-766: Appropriation of Additional funds for Mountain Ridge Court Drywell
- 2012-767: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2012-768: Amended Agreement w/Technologies Unlimited for Software Upgrades
- 2012-769: Amending the Official Zoning District Map Boundaries

There being no further business before the Board, the meeting adjourned at approximately 9:30 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12-18-12</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> x </u>
Subject:	<u>Pet Medical Center Contract</u>	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:		Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND / SUMMARY INFORMATION

Currently, the Benton County Animal Control Facility has a contract with Coleman Veterinary Clinic PLLC doing business as Pet Medical Center of Pasco for “as needed” spay and neutering services and other medical services they are qualified to perform via Resolution 11-757. This contract is set to expire on December 31, 2012.

RECOMMENDATION

It is the Benton County Animal Control Manager’s recommendation to enter a new contract for 2013.

FISCAL IMPACT

Spay and neuter fees increased \$5.00 from the previous year, while the rabies vaccination remained the same. Even though the fees increased, the adoption fee will remain at \$95.00. Contract amount not to exceed \$10,000. No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND COLEMAN VETERINARY CLINIC PLLC DOING BUSINESS AS PET MEDICAL CENTER OF PASCO FOR "AS NEEDED" SPAY AND NEUTERING SERVICES FOR THE ANIMALS HOUSED IN THE BENTON COUNTY ANIMAL CONTROL FACILITY

WHEREAS, per Benton County resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Benton County Animal Control Manager recommends entering into a Professional Service Contract with Coleman Veterinary Clinic PLLC for "as needed" spay and neutering services and other medical services they are qualified to perform for the animals housed in the Benton County Animal Control; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby awards the Professional Service Contract to Coleman Veterinary Clinic PLLC doing business as Pet Medical Center of Pasco in an amount not to exceed \$10,000; and

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

BE IT FURTHER RESOLVED the term of the attached Professional Service Contract commences January 1, 2013 and expires on December 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

This CONTRACT is made and entered into by and between **BENTON COUNTY** ("COUNTY"), a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and **COLEMAN VETERINARY CLINIC PLLC doing business as PET MEDICAL CENTER OF PASCO** ("CONTRACTOR"), a Washington professional service corporation with its principal offices at 8823 Sandifur Parkway, Pasco, WA 99301 for the provision of Veterinarian Medical Services as described herein, for the Benton County Animal Control Facility.

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

1. CONTRACT DOCUMENTS

This Contract consists of the Professional Services Contract Terms and Conditions and the following documents:

Exhibit A - Contractors Proposal Rate Sheet

2. DURATION OF CONTRACT

Contract period shall commence on 1st day of January 2013 and shall terminate on the 31st day of December 2013, unless terminated earlier pursuant to Section 13 herein. Upon agreement of both parties this contract may be continued on a year-to-year basis subject to agreement between the COUNTY and CONTRACTOR on any cost adjustments.

3. VETERINARIAN SERVICES TO BE PROVIDED:

- a. CONTRACTOR and/or any of its licensed veterinarians and employees shall provide "as needed" spay and neutering, and/or any other services the CONTRACTOR is qualified to perform, for animals housed in the Benton County Animal Control Facility. Services provided under this Contract shall be provided at 8823 Sandifur Parkway, Pasco, WA or such other location as agreed upon by the parties' contract representatives. All services provided under this Contract shall be performed in accordance with current veterinary medical standards in existence at the time that such work is performed. The CONTRACTOR agrees to provide its own equipment, labor, and materials if services are performed at CONTRACTOR'S facility. The COUNTY agrees to provide its

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12/18/2012</u>	Execute Contract	<u> </u>
Subject: <u>Line Item Transfer</u>	Pass Resolution	<u> X </u>
Prepared by: <u>Harriet Mercer</u>	Pass Ordinance	<u> </u>
Reviewed by: <u>Harriet Mercer</u>	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u> X </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

The Board approved a motion to go to "line item budgeting" effective November 1, 2012.

SUMMARY

A line item transfer in the amount of \$1,000 is needed to bring line items up to current and expected year end balances in accordance with Board policy.

RECOMMENDATION

It is recommended that the board pass the resolution and approve the line item transfer in the amount of \$1000.

FISCAL IMPACT

\$-0-

MOTION

On consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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, 2012

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY LINE ITEM TRANSFER

Exhibit "A "

Dept Name: Assessor Dept Nbr: 101
 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
514.240	3101	Supplies	\$1,000	514.240	3103	Fuel	\$1,000
	TOTAL		\$1,000		TOTAL		\$1,000

Explanation: A line item transfer is needed to bring the current budget in compliance with Resolution 2012-622 stating that the 2011-2012 budget be amended to "line item budgeting".

Prepared by: Barbara Wagner by Harriet Mercer Date: December 18, 2012
 Approved Denied Date: _____
 _____ Chairman
 _____ Member
 _____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>12/18/2012</u>	Execute Contract	<u> </u>	Consent Agenda <u> X </u>
Subject: <u>Line Item Transfer</u>	Pass Resolution	<u> X </u>	Public Hearing <u> </u>
Prepared by: <u>Harriet Mercer</u>	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
Reviewed by: <u>Harriet Mercer</u>	Pass Motion	<u> </u>	2nd Discussion <u> </u>
	Other	<u> </u>	Other <u> </u>

BACKGROUND INFORMATION

The Benton County Assessor desires to purchase the eFile for Personal Property module from our current tax administration software vendor "Manatron, Inc". This module will allow personal property listings to be submitted electronically by customers on the web directly into Ascend's Itemized Personal Property subsystem, eliminating the need of our personal property staff to perform countless hours of data verification and data entry.

SUMMARY

Manatron's "eFile for Personal Property" module, would greatly streamline the process of updating existing inventory listings of large personal property accounts in our current software. This module will enhance efficiencies within the Assessor's Office.

RECOMMENDATION

It is recommended that the board pass the resolution and approve the line item transfer in the amount of \$7,600.

FISCAL IMPACT

\$-0-

MOTION

On consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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, 2012

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>12/18/2012</u>	Execute Contract	_____
Subject:	<u>eFile for Personal Property</u>	Pass Resolution	<u> X </u>
Prepared by:	<u>Harriet Mercer</u>	Pass Ordinance	_____
Reviewed by:	<u>Harriet Mercer</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The County's current provider for tax administration software "Manatron Inc." has offered its eFile for Personal Property module for a price significantly better than previously offered. The eFile module would eliminate the need for staff to update existing inventory listings of large personal property accounts by allowing customers to electronically submit on the web personal property inventory listings directly into Ascend's Itemized Personal Property subsystem. This new software will work with the current software, so it is defined as "single source" and is exempt from any competitive bidding requirements per RCW 39.04.280.

Pursuant to section 4 of the Benton County Procurement, Leasing, and Contracting Policy (Res 12-677), the Assessor has determined that the purchase of the module from this vendor is in the best interest of the County and is the highest quality for the lowest cost.

SUMMARY

The Benton County Assessor would like to implement Manatron's "Ascend eFile for Personal Property" module. This module will greatly enhance efficiencies within the Assessor's Office by streamlining the process of updating existing inventory listings of large personal property accounts in our current software.

RECOMMENDATION

To pass resolution allowing the Assessor to sign contract with Manatron, Inc. for the Ascend eFile for Personal Property module.

FISCAL IMPACT

\$-0-

All costs will be paid out of department 101's current expense budget, in an amount not to exceed \$7,000 plus Washington State Sales Tax.

MOTION

Authorize Assessor to execute contract with Manatron, Inc. in order to implement Ascend eFile for Personal Property module.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVAL OF AGREEMENT WITH MANATRON, INC FOR THE PURCHASE OF THE ASCEND eFILE FOR PERSONAL PROPERTY MODULE.

WHEREAS, the Benton County Assessor desires to purchase the eFile for personal property module from its current tax administration software vendor "Manatron, Inc" in order to streamline processes within their department; and,

WHEREAS, Pursuant to the Benton County Procurement, Leasing, and Contracting Policy (Resolution 12-677) section 4.0, the Assessor has determined that the purchase of this module from Manatron, Inc is in the best interest of the County and provides the greatest quality product at the lowest cost; and,

WHEREAS, the initial term of the attached agreement commences on the date the Agreement is last signed by either party and shall continue for thirty six (36) months. After thirty six (36) months, the Agreement shall renew automatically for additional terms of twelve (12) months; and,

WHEREAS, the total cost of the module shall not exceed \$7,000 plus Washington State Sales Tax; and,

BE IT RESOLVED, the Board of County Commissioners hereby authorizes the Assessor to sign the attached agreement (Exhibit "A") with Manatron, Inc. for the purchase of the Ascend eFile for personal property module.

Dated this day of, 2012

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

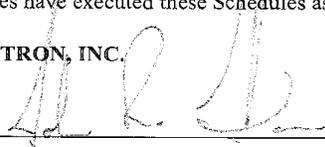
The attached Schedules No. WA2011.002.03 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. WA2011.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A Thomson Reuters Business 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	BENTON COUNTY, WASHINGTON 620 Market Street, P.O. Box 630 Prosser, Washington 99350 ("Customer")
Attention: <u>Matthew Henry, Senior Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 7099</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@thomsonreuters.com</u>	Attention: <u>Barbara Wagner - Assessor</u> Telephone No.: <u>(509) 735-2394</u> Fax No.: <u>(509) 736-2736</u> E-mail Address: <u>barb.wagner@co.benton.wa.us</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

BENTON COUNTY, WASHINGTON

By: 

By: _____

Its: Senior Director, Risk Management

Its: _____

Date: September 24, 2012

Date: _____

Witnessed: 

By: _____

By: Matthew Henry

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Witnessed: _____

Date: _____

APPROVED AS TO FORM

By: 
(Signature)

Its: Deputy Prosecuting Attorney
(Type or Print Position)

Date: 11/29/12

SIGNATURE PAGE

Date: September 26, 2012 J.W.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>12-11-12</u>	Execute Contract	_____
Subject:	<u>Defining and adopting all county funds</u>	Pass Resolution	<u> X </u>
Prepared by:	<u>V. Pettey</u>	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND / SUMMARY INFORMATION

The Governmental Accounting Standards Board (GASB) has issued GASB #54, which substantially changes how fund balances are categorized and how financial statements are to be presented. In order to prevent the County from having to consolidate funds into the General Fund, all governmental funds not otherwise restricted by an outside source such as state law, contract, or grant, must be committed by the County legislative authority. It is in the best interest of the County to have all County Funds listed in one resolution. Since issuing Resolution 11-792 two (2) funds (0117.101 Juvenile Kitchen & 0123.101 Fairgrounds Improvements) which do not qualify as Special Revenue Funds on their own are being combined into other Special Revenue funds and therefore needed to be removed from the Resolution. One fund, 0128.101 (Treasurer's Service Fee Fund), was inadvertently not listed in Resolution 11-792 and needs to be added. Also, per direction from the State Auditor's Office, the RCW reference for fund 0101.101 (County Road) needed to be revised and the designation for fund 0146.101 (Clerk's Collection Fund) needed to be changed from Restricted to Committed.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Zero

MOTION

Resolution

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

In the matter of defining and adopting all county funds for Governmental Accounting Standards Board Statement Number 54 (GASB 54) and Rescinding Resolution 11-792.

Whereas, GASB 54 has redefined when the County can report governmental funds outside of the General Fund,

Whereas, to prevent the County from having to consolidate funds into the General Fund, all governmental funds not otherwise restricted by an outside source such as state law, contract, or grant, must be committed by the County legislative authority,

Whereas, it is in the interest of the County to update the listing of all county funds in a common resolution for the County,

Now therefore, be it hereby resolved, that the following funds be defined, organized and committed to purposes described as follows:

<u>Fund #</u>	<u>Fund Title</u>	<u>Fund Description</u>
0000.101	General Fund (Current Expense)	Use of revenue is generally unassigned and may be used for Benton County's general expenses per RCW 36.33.010.

Special Revenue Funds

0101.101	County Road	Use of revenue is restricted per RCW 36.82.
0101.102	County Road Improvement Match	Use of revenue is committed to obtaining funding through state and federal highway programs to alleviate funding shortfalls.
0103.101	Flood Control	Use of revenue is restricted per RCW 86.12.200
0104.101	Veteran's Assistance	Use of revenue is restricted per RCW 73.08.080.
0106.101	Auditor's O & M	Use of revenue is restricted per RCW 36.22.170.
0108.101	Human Services	Use of revenue is restricted per RCW 36.33.020.
0109.101	Treasurer's Investment Pool	Use of revenue is restricted per RCW 36.29.024 and RCW 36.29.020.
0110.102	Park Development	Use of revenue is restricted per RCW 36.33.020
0111.101	Election Reserve	Use of revenue is committed to elections purposes as defined in RCW 36.33.200.
0112.101	Treasurer's O & M	Use of revenue is restricted per RCW 84.56.020(9).
0114.101	Path & Trails Reserve	Use of revenue is restricted per RCW 47.30.050.

Org: Commissioners
Cc: Auditor, Treasurer

0115.101	Benton-Franklin Juvenile Center	Use of revenue is committed to providing justice, detention and treatment services for juveniles.
0116.101	Inmate Benevolence	Use of revenue is restricted per WAC 289-22-200.
0120.101	Crime Victim Compensation	Use of revenue is restricted per RCW 7.68.035.
0124.101	Fairgrounds Operating Budget	Use of revenue is committed to the operations and maintenance of the Benton County Fairgrounds.
0126.101	Sheriffs Investigative	Use of revenue is committed to special investigative work of the Sheriff's Department.
0127.101	Canine and Boat Patrol	Use of revenue is committed to maintaining the Sheriff's canine and boat patrol programs.
0128.101	Treasurer's Service Fee Fund	Use of this fund is restricted per RCW 84.56.020.
0129.101	REET Technology	Use of revenue is restricted per RCW 82.45.180
0130.101	1/4 Percent Real Estate Excise Tax	Use of revenue is restricted per RCW 82.46.035
0131.101	Probation Assessment	Use of revenue is committed to probation counseling in District Court.
0132.101	Central Svcs Computer Replacement	Use of revenue is committed to replacement of computer equipment.
0133.101	1/10 Percent Criminal Justice	Use of revenue is restricted per RCW 82.14.340.
0134.101	Noxious Weed Control	Use of revenue is restricted per RCW 17.10.240.
0135.101	Sustainable Development	Use of revenue is restricted per Agreement between Benton County and the Washington State Department of Ecology.
0136.101	Courthouse Facilitator	Use of revenue is restricted per RCW 26.12.240.
0138.101	Family Services	Use of revenue is restricted per RCW 26.12.220.
0140.101	Family Services – Superior Court	Use of revenue is restricted per RCW 26.12.175(2)(b).
0142.101	Jail Depreciation Reserve	Use of revenue is restricted per Agreement between Benton County and the Cities of Richland, Prosser, West Richland and Kennewick.
0143.101	Distressed Area Capital	Use of revenue is restricted per RCW 82.14.370.
0144.101	Rural County Capital	Use of revenue is restricted per RCW 82.14.370.
0146.101	Clerk's Collection	Use of revenue is committed to tracking and collection of overdue Court costs & restitution fees.
0149.101	Protective Inspection Services	Use of revenue is committed to the operations and

Org: Commissioners
Cc: Auditor, Treasurer

		maintenance of the Building Department providing tracking and collection of building permits and inspection services.
0150.101	Pest Board	Use of revenue is restricted per RCW 15.09.131 and RCW 17.34.010.
0151.101	Work Crew Replacement	Use of revenue is committed to purchasing replacement vehicles for the work crew program.
0152.101	State Housing	Use of revenue is restricted per RCW 36.22.178(1).
0153.101	VIT Impact	Use of revenue is committed to accommodating the impact of labor force changes during the construction of the vitrification plant.
0154.101	Homeless Housing & Assistance	Use of revenue is restricted per RCW 36.22.179 and RCW 43.185C.
0155.101	Solid Waste Collection	Use of revenue is committed to assisting the planning and administration of solid waste management plans.
0156.101	Trial Court Improvement	Use of revenue is restricted per RCW 3.58.060.
0157.101	Historical Document Preservation	Use of revenue is restricted per RCW 36.22.170 (1)(a).
0158.101	Domestic Violence Assessment	Use of revenue is restricted per RCW 10.99.080.

Debt Service Funds

0270.201	CRID 11 & 12 Debt Service	Use of revenue is committed to pay for principal and interest on road improvements which benefit the assessed residents of Benton County.
0271.201	CRID 15 Debt Service	Use of revenue is committed to pay for principal and interest on road improvements which benefit the assessed residents of Benton County.
0272.201	CRID 16 Debt Service	Use of revenue is committed to pay for principal and interest on road improvements which benefit the assessed residents of Benton County.
0298.201	Health Building Bond	Use of revenue is committed to pay principal and interest on General Obligation Bonds issued to cover costs of design, construction and furnishing of the Health District building.
0299.101	Justice Center Bond	Use of revenue is committed to pay principal and interest on General Obligation Bonds issued to cover costs of design, construction and furnishing of the Justice Center and Jail expansions.

Capital Project Funds

0303.401 Detox Center Construction Use of revenue is committed to pay the costs of constructing the Detoxification Center

0305.101 Capital Projects Use of revenue is assigned by an authorized County employee for the acquisition or construction of capital assets that are not identified with other capital project funds.

Internal Service Funds

0501.101 Equipment Rental and Revolving Accounts for the maintenance, operations and acquisition of goods used by the Benton County Road Department and other Benton County funds.

0502.101 Central Services Accounts for the operations of the data processing center which provides services to all County departments.

0503.101 Workers' Compensation Accounts for Benton County's self-insured program for all County employees.

0504.101 Insurance Management Accounts for Benton County's liability, property and unemployment compensation claims.

0505.101 Accumulated Leave Accounts for vacation buy-outs, and vacation and sick leave severance pay for terminated employees.

BE IT FURTHER RESOLVED, Resolution 11-792 is hereby rescinded.

Dated this day of 20...

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Org: Commissioners
Cc: Auditor, Treasurer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Dept Nbr:

Fund Name: Fund Nbr:

TRANSFER FROM: Dept. _____ TRANSFER TO: Dept. _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.700	4904	Election Costs	\$4,448	511.700	2103	Medical Insurance	\$14,000
511.800	2103	Medical Insurance	\$2,051				
	2104	Retirement	\$4,501				
	9111	Interfund Prof. Svcs.	\$3,000				
TOTAL			\$14,000	TOTAL			\$14,000

Explanation:

To cover increased medical insurance costs for election employees.

Prepared by: Date:

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: TRANSFER OF FUNDS WITHIN VETERANS ASSISTANCE FUND NUMBER 0104101.

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 _____, 20__.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by P. Powell

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 103

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....., 20.....

Chairman of the Board

Member

Member

Attest:
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

EXHIBIT A

**BENTON COUNTY
LINE ITEM TRANSFERS**

RESOLUTION NO. _____

DEPARTMENT: Board of Equalization

DEPARTMENT NO. 103

FUND NAME: Current Expense

FUND NO. 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
514.240	1189	Director	\$455.00	514.240	1188	Director	\$455.00

EXPLANATION: Funds need to be transferred due to a high volume of appeals.

Prepared by: Peggy Brown

Date: 12/11/12

Approved ()

Denied ()

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF 2011 – 2012 BENTON COUNTY BUDGETS RE: AMENDING RESOLUTION 2012-622

WHEREAS, on October 30, 2012, the Board of Commissioners approved the 2011 – 2012 Benton County budgets be adopted at the line item level, , excluding the County Road (Fund No. 0101-101) and Equipment Rental & Revolving (Fund No. 0501-101), starting November 1, 2012 for the remainder of the 2011 – 2012 budget via Resolution 2012-622; and

WHEREAS, per RCW 49.52.070, when wages are willfully withheld, the employer and each person participating in the failure to pay the wage is individually liable for the base wage withheld, plus punitive (“double”) damages in the same amount; and

WHEREAS, in order to ensure that Benton County complies with RCW 49.52.070, the Board of Commissioners wish to amend Resolution 2012-622 so that salaries & wages (1000’s) and benefits (2000’s) are adopted at the category level; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the 2011 – 2012 Benton County budgets are adopted at the category level as detailed by each departmental budget for salaries & wages (1000’s) and benefits (2000’s) in order to process December payroll; and

BE IT FURTHER RESOLVED, each department is required to account for expenditures and revenues within the BARS-assigned account numbers including the prime and base sub-field, element and sub-element field, and unit and sub-unit field; and,

BE IT FURTHER RESOLVED, Resolution 2012-622 is hereby amended.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:.....
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115 TO DEPARTMENT 136.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental Dept Nbr: 115
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept 115 TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	\$75,339	512.819	4959	SVP Defense	\$75,339
TOTAL			\$75,339	TOTAL			\$75,339

Explanation:

Line item was used to pay defense related services in Sexually Violent Predator cases. Almost all expenses were fully reimbursed by the State. However, the reimbursements were receipted into the Current Expense fund as revenue and the line item was not reimbursed. Therefore additional funds are necessary to bring it to "zero" for year-end.

Prepared by: Keith Mercer Date: 10-Dec-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 12/18/12	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Line Item Transfer	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a line item transfer for the LEOFF I budget to cover catastrophic insurance premiums that were higher than anticipated and professional services obtained for the LEOFF I Board during budget cycle.

RECOMMENDATION

Approve the attached line item transfer so that final bills can be processed.

FISCAL IMPACT

Said money is within the LEOFF I Budget – 000101.114. No supplement is needed.

MOTION

Move to approve the attached line item transfer in the amount of \$15,142.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFING FUNDS WITHIN CURRENT
EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 114**

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 _____, 2012

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: L.E.O.F.F. Dept Nbr: 114
 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
517.220	2103	Medical Insurance	\$12,000.00	517.220	2111	Catastrophic Insurance	\$14,717.00
517.220	4150	Medical Reimbursements	\$2,822.00	517.220	4103	Professional Services	\$425.00
517.220	4301	Travel	\$320.00				
TOTAL			\$15,142.00	TOTAL			\$15,142.00

Explanation:

This transfer is to cover catastrophic insurance premiums that were higher than anticipated and professional services obtained for the LEOFF I Board during buget cycle.

Prepared by: Lisa Small Date: _____

Approved Denied Date: 12/18/2012

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JAIL DEPRECIATION RESERVE FUND NUMBER 0142-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Jail Depreciation Reserve Dept Nbr: 000

Fund Name: Jail Depreciation Reserve Fund Nbr: 0142-101

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
523.500	3135	Maintenance/Repair Supplies	\$20,000	523.500	4102	Contract Services	\$20,000
TOTAL			\$20,000	TOTAL			\$20,000

Explanation:

Transfer needed in order to pay for the purchase and installation of two tankless water heaters (Resolution 2012-426).

Prepared by: Keith Mercer Date: 10-Dec-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 12/18/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Services & Payment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The carpet and chairs located in the Commissioners' office and Board Room are in extreme need of professional cleaning.

Proposals were solicited from three local carpet cleaning companies with the lowest, responsible company submitting a proposal in the amount of \$400.00 plus WSST to shampoo the carpets in the Commissioner's office to include 48 chairs.

Due to the amount of said services, it would be cost prohibitive to prepare a service contract, so it is recommended that the Board of Commissioners authorize said services and payment to Fred's Carpet Cleaning, Grandview, WA - \$400.00 plus WSST

RECOMMENDATION

Authorize said services and payment to Fred's Carpet Cleaning for the carpet and upholstery cleaning in the Commissioners' Office located in Prosser, WA for an amount not to exceed \$400.00 plus WSST.

FISCAL IMPACT

Said services will be paid from current expense, depart. 107 under professional services. No supplement needed.

MOTION

Move to approve the attached Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING SERVICES AND PAYMENT TO FRED'S CARPET CLEANING FOR CARPET AND UPHOLSTERY CLEANING IN THE COMMISSIONERS' OFFICE AND BOARD ROOM LOCATED IN PROSSER, WA

WHEREAS, it has been numerous years since the chairs and carpet in the Commissioners' Board Room and Offices have been professionally cleaned; and

WHEREAS, per the Benton County Procurement, Leasing, and Contracting Policy adopted by Resolution 2012-677 dated November 20, 2012, the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, proposals were solicited from three local carpet cleaning companies and the following proposals were received:

- Fred's Carpet Cleaning, Grandview, WA - \$400.00 plus WSST
- Are-Sea Carpet & Floor Services, LLC, Prosser, WA - \$507.40 plus WSST
- Williams Carpet Cleaning, Prosser, WA - \$627.00 plus WSST

WHEREAS, after review of the proposals and research of licensing and insurance, the recommendation is to award the services to Fred's Carpet Cleaning & Janitorial Services – UBI #602253025 as the lowest, responsible bidder in the amount of \$400.00 plus WSST; and

WHEREAS, the Deputy County Administrator and Prosecuting Attorney believe that due to the amount of said services, it would be cost prohibitive to prepare a service contract and recommend the Board of Benton County Commissioners authorize said services and payment to obtain services of the highest quality at the lowest cost; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the above recommendations and hereby authorize services and payment to Fred's Carpet Cleaning, Grandview, WA in the amount of \$400.00 plus WSST for carpet and upholstery cleaning in the Commissioners' Office and Board Room located in Prosser, WA.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN BENTON COUNTY AND TAPANI, INC. FORMERLY KNOWN AS TAPANI UNDERGROUND, INC.

WHEREAS, the Board of Benton County Commissioners desires to enter into a Settlement Agreement and Release with Tapani, Inc. formerly known as Tapani Underground, Inc.;

NOW, THEREFORE,

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached Settlement Agreement and Release Between Benton County and Tapani, Inc. formerly known as Tapani Underground, Inc.

Dated this day of , 2012.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement"), is effective upon signature by the Parties and is made between Tapani Inc., (formerly known as Tapani Underground, Inc.) a Washington corporation, ("Tapani") and Benton County, Washington, a political subdivision of the State of Washington (the "County") (collectively the "Parties").

WHEREAS:

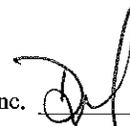
A. Tapani Underground, Inc. (now known as Tapani, Inc.) and the County entered into a contract, effective July 25, 2011, for the improvement and extension of Clodfelter Road and Locust Grove Road in Benton County (the "Contract"). This combined project was known as CE 1778 CRP and CE 1838 CRP (the "Project"). Over the course of construction, controversies arose concerning aspects of the work to be performed and Tapani sought additional compensation from the County. The County and Tapani disagree concerning whether the payment of additional compensation concerning those controversies is merited.

AND WHEREAS:

B. In an attempt to resolve the controversies between the Parties, during approximately April and May of 2012 Tapani and one or more County employees appear to have negotiated an arrangement ("Arrangement") for the County to purchase from Tapani rock and dirt taken from the Project construction site and for Tapani to transport, shape, and dispose of that material at two off-site locations provided by the County. Tapani and the County do not agree concerning the terms of the Arrangement or concerning whether the Arrangement was fully formed or whether it was legally valid or enforceable.

AND WHEREAS:

C. Tapani and the County seek to avoid the uncertainties, burdens, costs, and inconveniences of litigation and/or of other dispute resolution processes, under the sound policy of law favoring the settlement of disputes and wish, by this Agreement, to compromise, settle, and relinquish all claims that Tapani and the County may have against each other, asserted or unasserted, arising out of or in any way connected with the matters involved in the Project or the Arrangement.



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12-11-12 Subject: transfer Prepared by: John Hansens Reviewed by: _____	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Benton County Coroner’s Office (BCCO) has expended all of their “Social Security ” budget , but has had savings in other areas.

The BCCO wants to transfer \$2,500.00 from his “Autopsy” account and place the \$2,500.00 into the “Social Security” account.

SUMMARY

A transfer of money between accounts in the Coroner’s Office

RECOMMENDATION

Pass the resolution

FISCAL IMPACT

There is no fiscal impact- This is a transfer between accounts within the same Department

MOTION

Allow the Coroner to transfer \$2,500.00 from his “Autopsy Account” account and place the \$2,500.00 into his “Social Security” account to allow for the continued payment of FICA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

**IN THE MATTER OF THE TRANSFER OF FUNDS RE; TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 109.**

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

Dated this ____ day of _____, 2011

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ONE (1) COPIER FROM KBL INC. FOR THE BENTON COUNTY CORONER

WHEREAS, KBL Inc. is a vendor under State Contract #03706; and

WHEREAS, the Benton County Coroner would like to enter into a sixty (60) month lease agreement with KBL Inc. for the leasing of a Konica Minolta Bizhub 283 copier; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, is hereby authorized to sign the Lease Agreement between Benton County and KBL Inc. for a sixty (60) month lease for a Konica Minolta Bizhub 283 copier in the amount of \$67.60 per month plus \$0.0172 per black and white copy; and

BE IT FURTHER RESOLVED attached hereto and incorporated herein by this reference is the Lease Agreement, along with a copy of the State Contract #03706 (Exhibit A) and detailed pricing sheet (Exhibit B); together, these outline the fees to be charged to the Benton County Coroner for the lease of the Konica Minolta Bizhub 283 copier; and

BE IT FURTHER RESOLVED the attached lease agreement shall commence upon delivery of the Konica Minolta Bizhub 283 copier and shall expire sixty (60) months thereafter.

Dated this _____ day of _____, 2012

Chairman

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Vendor's signature on this Lease Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03706
2. This Purchase Agreement.

Title: Coroner

Address: 7110 W. Okanogan Pl. Bldg. A

Phone: (509) 222-3720

Fax: (509) 222-3171

Approved as to Form
(Civil Deputy Prosecutor)



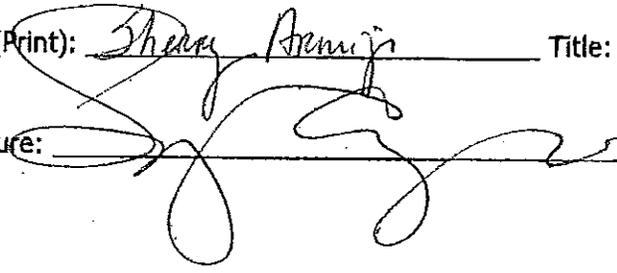
10/22/12

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Sherry Armitage Title: Sales

Date: 10-12-12

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____

Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 111.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept; Auditor; File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court Dept Nbr: 111

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
512.400	1289	Court Recorder	\$1,000	512.400	3111	Publications	\$1,000
512.400	1292	Cashier Clerk	\$2,000	512.400	1922	Judge Pro tem	\$2,000
512.400	1301	Clerk Assistant	\$2,000	512.400	3101	Office Supplies	\$2,000
512.400	1308	Cashier Clerk	\$1,000	512400	4109	Witness Fees	\$1,000
512.400	1310	Court Recorder	\$4,000	512.400	4901	Association Dues	\$4,000
512.400	1311	Clerk Assistant	\$3,000	512.400	4906	Print/Bindery	\$3,000
512.400	1284	Small Claims/Civil Clerk	\$1,000	512.400	4906	Print/Bindery	\$1,000
512.400	1925	Overtime	\$6,000	512.400	4103	Professional Services	\$6,000
512.400	1296	Clerk	\$2,000	512.400	4103	Professional Services	\$2,000
512.400	2104	retirement	\$12,000	512.400	2103	Medical Insurance	\$12,000
TOTAL			\$34,000.00	TOTAL			\$34,000.00

Prepared by:  (signature)

Date: 06-Dec-2012

RETURN TO: Auditor's Office, Accounting Department

AUDITOR'S USE ONLY:
 Keyed _____
 Date _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>12-18-12</u> Subject: Interpreter Contract Prepared by: Jacki Lahtinen Reviewed by: Ryan Brown	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
	Pass Resolution	_____	Public Hearing	_____
	Pass Ordinance	_____	1st Discussion	_____
	Pass Motion	_____	2nd Discussion	_____
	Other	_____	Other	_____

BACKGROUND INFORMATION

District Court has contracted with Mark Rudeen for interpreter services for a number of years. Mr. Rudeen interpreter services for court hearings at the Prosser Courthouse.

SUMMARY

Mark Rudeen provides Spanish interpreting for the District Court hearings located at the Prosser Courthouse.

RECOMMENDATION

We recommend the Board of County Commissioners approve the resolution and sign the contract for interpreter services with Mark Rudeen.

FISCAL IMPACT

This has been budgeted for in the 2013 -2014 Budget under the Professional Services line item.

MOTION

Move to approve the resolution and sign the attached contract between Benton County District Court and Mark Rudeen for her interpreter services for 2013.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND MARK RUDEEN FOR INTERPRETER SERVICES

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County District Court and Mark Rudeen be approved as presented for the term commencing January 1, 2013 and terminating December 31, 2013, **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign, on behalf of Benton County.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT – PROSSER

This Personal Service Agreement is entered into and effective **January 1, 2013**, by and between Benton County, a political subdivision of the State of Washington, and **Mark Rudeen** (hereinafter called "Interpreter").

WITNESSETH:

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

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.
2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, at Prosser, Washington, other than for deaf or hearing-impaired persons.
3. The timing of services provided by Interpreter shall include but are not limited to:
 - a. Tuesdays – 9:00 AM to end of scheduled PM docket.
 - b. Additional District Court proceedings, including hearings, trials, pre-trials, trial readiness, attorney conferences and other matters as set forth in the District Court calendar delivered to Interpreter under Section II below.
4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton County District Court Judge and the District Court Administrator.

II. NOTIFICATION

Benton County District Court shall deliver to Interpreter's inbox at the Prosser Courthouse, a docket printout reflecting the hearings for which interpreter services are necessary. For regularly noticed hearings, that printout shall be delivered five (5) days in advance. For hearings noted on shortened time District Court shall deliver such printout as soon as reasonably practicable.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12-18-12</u>	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
Subject: Interpreter Contract	Pass Resolution <u> </u>	Public Hearing <u> </u>
Prepared by: Jacki Lahtinen	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: Ryan Brown	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

District Court has contracted with Amelia Uvalle for her interpreter services since 1994. Ms. Valle provides interpreter services for court hearings at the Kennewick Justice Center.

SUMMARY

Amelia Uvalle provides Spanish interpreting for all the District Court hearings located at the Kennewick Justice Center.

RECOMMENDATION

We recommend the Board of County Commissioners approve the resolution and sign the contract for interpreter services with Amelia Uvalle.

FISCAL IMPACT

This has been budgeted for in the 2013 -2014 Budget under the Professional Services line item.

MOTION

Move to approve the resolution and sign the attached contract between Benton County District Court and Amelia Uvalle for her interpreter services for 2013.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND AMELIA UVALLE FOR INTERPRETER SERVICES

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County District Court and Amelia Uvalle be approved as presented for the term commencing January 1, 2013 and terminating December 31, 2013, **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign, on behalf of Benton County.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT

This Personal Service Agreement is entered into and effective **January 1, 2013**, by and between Benton County, a political subdivision of the State of Washington, and **Amelia Uvalle** (hereinafter called "Interpreter").

WITNESSETH:

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

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, other than for deaf or hearing impaired persons.

3. The timing of services provided by Interpreter shall include but are not limited to:

a. In Custody Arraignment (ICA) docket and other regular scheduled dockets – 8:30 AM – Monday through Thursday and 8:00 AM Friday arraignment docket at the Kennewick Justice Center.

b. Afternoon dockets beginning at 1:00 PM, Monday through Friday at the Justice Center in Kennewick.

c. Additional District Court proceedings including hearings, trials, pre-trials, trial readiness, attorney conferences and other matters as set forth in the District Court calendar delivered to Interpreter under Section II below.

4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton County District Court Judge and the District Court Administrator.

II. NOTIFICATION

1. Benton County District Court shall deliver to Interpreter's inbox at the Justice Center in Kennewick, a docket printout reflecting the hearings for which interpreter services are necessary under Section I.3a. and b. above. That printout shall be delivered five (5) days in advance. For additional District Court proceedings for which Interpreter's services are

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12-18-12</u>	Execute Contract	<u> X </u>	Consent Agenda
Subject:	Collection Contract	Pass Resolution	<u> </u>	Public Hearing
Prepared by:	Jacki Lahtinen	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by:	Ryan Brown	Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other

BACKGROUND INFORMATION

Washington Collectors provides collection services for delinquent District Court fines.

Washington Collectors has provided our court with excellent collection service. It would be in our best interest to continue with this service.

SUMMARY

Past due fines are transferred to Washington Collectors for collection action. Collectors pay the County all of the original judgment amount they may collect from the debtor and will split 50% of interest collected from the debtor with the County.

RECOMMENDATION

District Court recommends approval of the resolution and attached contract with Washington Collectors.

FISCAL IMPACT

No fiscal impact

MOTION

We motion the County Commissioners to sign the resolution and contract with Washington Collectors

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND WASHINGTON COLLECTORS FOR COLLECTION SERVICES.

WHEREAS, Jacki Lahtinen, Benton County District Court Administrator, believes it is in the best interest of the District Court that the Collection Services Agreement between Washington Collectors and Benton County District Court be approved as presented for the term commencing January 1, 2013 and terminating December 31, 2014, **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign on behalf of Benton County.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington ("County") and WASHINGTON COLLECTORS TRI-CITIES, INC., a Washington Corporation ("Collectors").

WITNESSETH:

WHEREAS, the Benton County District Court is a court of limited jurisdiction pursuant to Title 3 RCW; and

WHEREAS, the District Court has criminal jurisdiction to impose fines of up to five thousand dollars (\$5,000.00) and to assess court costs and costs of prosecution; and

WHEREAS, some criminal defendants, traffic offenders and persons committing infractions have failed to pay part or all of their fines, costs and assessments, thereby placing a great burden on the administration of the criminal justice system in Benton County; and

WHEREAS, RCW 3.02.045 and RCW 19.16.500 authorize the use of collection agencies by courts of limited jurisdiction for purposes of collecting unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the courts; and

WHEREAS, Washington Collectors Tri-Cities, Inc., is a licensed collection agency pursuant to the provisions of Chapter 19.16 RCW; and

WHEREAS, the parties have worked successfully together for a number of years, and

WHEREAS, the Board of County Commissioners has determined that the public interest of obtaining services of the highest quality at the lowest cost is best served by entering into this Agreement,

NOW THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

1. **TERM.** This Agreement shall commence January 1, 2013 and terminate on December 31, 2014, unless extended by mutually executed amendment to this Agreement.
2. **SCOPE OF SERVICES.** Collectors shall do all work and furnish all equipment, labor and materials necessary to collect unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the Benton County District Court as required under this Agreement.
3. **SERVICES TO BE PERFORMED.** Collectors shall provide the following services as directed by the District Court Administrator with respect to accounts forwarded to it for pre-collection services and collection services:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 12/18/2012	Execute Contract _____	Consent Agenda _____ X
Subject: HVAC Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R. Lukson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County Facilities solicited proposals to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning system at the Benton County Justice Center, Kennewick Annex, Prosser Courthouse, Planning Annex, WSU Extension, Benton County Health Building, and Animal Control Facility.

The County Facilities solicited proposals from the following companies listed on the Benton County Small Works Roster; with only one company submitting a proposal.

Apollo Sheet Metal, Inc., Kennewick, WA – \$49,500.00 plus WSST
Divco, Inc. Spokane, WA – Did not respond
Campbell & Company – Did not respond
Total Energy Management, Richland, WA – Did not respond
A-One Refrigeration & Heating, Inc., Kennewick, WA – Did not respond
Coffey Refrigeration, Kennewick, WA – Declined

All services for repairs and parts are not included in the regular preventative maintenance agreement amount. Facilities Manager recommends adding an additional \$25,000.00 to the contract amount to cover acceptable overages, incidentals and other unanticipated cost.

RECOMMENDATION

Facilities reviewed the proposal and recommends awarding the preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system to Apollo Sheet Metal, Inc., Kennewick, WA for a total contract amount not to exceed \$74,500.00 plus WSST.

FISCAL IMPACT

Total contract amount not to exceed \$74,500.00 plus \$6,183.50 for WSST. Said funds shall be paid from the facilities budget with no supplement needed.

MOTION

Move to award an annual blanket contract between Benton County and Apollo Sheet Metal, Inc. for preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system for a total contract amount not to exceed \$74,500.00 plus WSST, and authorize the Chairman of the Board to sign said contract attached hereto.

Said contract shall commence January 1, 2012 and terminate December 31, 2013. If agreed upon by both parties, said contract may be extended for one (1) additional 12-month period.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM TO APOLLO SHEET METAL, INC.

WHEREAS, Benton County Facilities solicited proposals in accordance with Resolution 2012-508 to award public works contracts in amounts less than \$300,000 from all qualified general contractors on the Benton County Small Works Roster to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning system at the Benton County Justice Center (which includes: Justice Center Bldg.; Coroner's Bldg.; & Jail Facility), Kennewick Annex, Prosser Courthouse, Planning Annex, WSU Extension, Benton County Health Building, and Animal Control Facility; and

WHEREAS, Benton County Facilities solicited proposals from the following companies listed on the Benton County Small Works Roster:

Apollo Sheet Metal, Inc., Kennewick, WA – \$49,500.00 plus WSST
Divco, Inc. Spokane, WA – Did not respond
Campbell & Company – Did not respond
Total Energy Management, Richland, WA – Did not respond
A-One Refrigeration & Heating, Inc., Kennewick, WA – Did not respond
Coffey Refrigeration, Kennewick, WA – Declined

WHEREAS, Apollo Sheet Metal, Inc., Kennewick, WA – Contractors License No. APOLLSM187MK was the only contractor who submitted a proposal in the amount of \$49,500.00 excluding WSST; and

WHEREAS, Facilities reviewed the proposal and recommends awarding the preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system to Apollo Sheet Metal, Inc.; and

WHEREAS, all additional service repairs and parts are not included in the regular preventative maintenance agreement amount; therefore, the board hereby authorizes the total amount payable to Apollo Sheet Metal, Inc., including acceptable overages, incidentals and other unanticipated cost to not exceed a total contract amount of \$74,500.00 plus WSST per year; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby awards the preventative maintenance and repair services for the Benton County HVAC System to Apollo Sheet Metal, Inc., Kennewick, WA for a total contract amount not to exceed \$74,500.00 plus WSST; and

BE IT FURTHER RESOLVED, said contract shall commence January 1, 2013 and shall terminate December 31, 2013. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for one (1) additional 12-month period; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached public works contract between Benton County and Apollo Sheet Metal, Inc.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Attest: _____
Clerk of the board

Member

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

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **APOLLO SHEET METAL, INC., dba APOLLO HEATING & AIR CONDITIONING** with its principal offices at 1119 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents, which are incorporated herein by reference:

- a. Request for Proposal- Benton County HVAC Services
- b. Exhibit A - Proposal Form
- c. Exhibit H - Prevailing Wage Rates
- d. Addendum #1 - Benton County Facility Equipment List

2. WORK SCHEDULE

The term of this Contract shall commence January 1, 2013 and terminate December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for one (1) additional 12-month period.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The COUNTY requires and the CONTRACTOR agrees to provide HVAC preventative maintenance services in accordance with the Request for Proposals attached hereto, and incorporated by reference, at the following locations: Prosser, WA - Benton County Courthouse, Planning Annex, WSU Extension. Kennewick, WA - Benton County Justice Center (which includes: Justice Center bldg.; Coroner's Bldg.; and Jail Facility) Kennewick Annex, Benton County Health District Bldg., and Animal Control Facility.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>12/18/2012</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>Dean Docken</u>	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

BACKGROUND INFORMATION

Resolution 2012-677 (Procurement Policy) requires solicitation of three quotes for purchases between \$5,000 and \$24,999. Pallet shelving is needed to complete the storage room at the Benton County Health District Building.

SUMMARY

The Facilities Department requests the Board approve the purchase of pallet shelving from Bella's Office Furniture to complete the storage room at the Benton County Health District Building. The storage room will be used for storage of files by the Clerk's Office and Prosecuting Attorney's Office.

RECOMMENDATION

Approve the resolution authorizing the purchase in the amount of \$17,057.25 from Bella's Office Furniture.

FISCAL IMPACT

\$17,057.25 (including WSST)

Fund – Current Expense, Dept. 110
No supplement needed

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF PALLET SHELVING FROM BELLA'S OFFICE FURNITURE TO COMPLETE THE STORAGE ROOM AT THE BENTON COUNTY HEALTH DISTRICT BUILDING

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

WHEREAS, per Section 2.2.2 (Purchases or Leases between \$5,000 and \$24,999), county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is required to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Facilities Manager solicited the following companies on the Benton County vendor list to provide a quote for pallet shelving to complete the storage room at the Benton County Health District Building (to be used for storage by the Clerk's Office and the Prosecuting Attorney's Office):

- Bella's Office Furniture, Kennewick, WA, (\$17,057.25 including WSST)
- Fasteners, Inc., Pasco, WA, (\$19,700.00 not including WSST)
- Grainger, Pasco, WA (\$31,374.30 including WSST)

WHEREAS, the Facilities Manger reviewed the quotes for completeness and recommends purchase of the pallet shelving from Bella's Office Furniture; **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the purchase of pallet shelving to complete the storage room at the Benton County Health District Building from Bella's Office Furniture in the amount of \$17,057.25.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/12/2012</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Line Item</u>	Pass Resolution	<u>X</u>	Public Hearing	_____
	<u>Transfer –</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>Facilities</u>	Pass Motion	_____	2nd Discussion	_____
Prepared by:	<u>C. McKenzie</u>	Other	_____	Other	_____
Reviewed by:	<u>Keith Mercer</u>				

BACKGROUND INFORMATION

SUMMARY

A line item transfer in the amount of \$44,735.00 is needed to bring line items current in accordance with Board policy to pay for repair/maintenance services, a de-icer machine and shelving for storage needs.

RECOMMENDATION

Approve the resolution authorizing the line item transfer.

FISCAL IMPACT

De-icer machine: \$2,735.00 (including tax)
Shelving: \$17,057.25 (including tax)
Repair/maintenance: \$25,000.00

Fund – Current Expense, Dept. 110
No supplement needed.

MOTION

Consent Agenda

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
539-500	4125	Janitorial Services	\$29,859	539-500	3133	Building Maintenance	\$17,000
539-500	9503	Auto Rental	\$14,876	539-500	3501	Small Item Equipment	\$2,735
				539-500	4804	Repair/Maint.	\$25,000
TOTAL			\$44,735	TOTAL			\$44,735

Explanation:

A line item transfer is needed bring the current budget in compliance with "line item budgeting" and to pay for shelving for storage needs and the purchase of a deicer machine.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12-18-12</u>	Execute Contract	<u> x </u>	Consent Agenda
Subject:	<u>DNR Contract</u>	Pass Resolution	<u> x </u>	Public Hearing
	<u>Amendment</u>	Pass Ordinance	<u> </u>	1st Discussion
Prepared by:	<u>K. Mercer</u>	Pass Motion	<u> </u>	2nd Discussion
Reviewed by:		Other	<u> </u>	Other

BACKGROUND / SUMMARY INFORMATION

Per Resolution 2012-081, Benton County entered into a contract with DNR Systems Inc. in order to upgrade to the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice Center and Corrections facility. Per Resolution 2012-190, the parties amended the contract to include upgraded equipment installation, as well as increased the total amount payable. Now, the parties wish to amend the contract again in order to extend the expiration date from December 31, 2012 to March 31, 2013.

RECOMMENDATION

Approve the second contract amendment extending the expiration date to March 31, 2013.

FISCAL IMPACT

The dollar amount remained the same at \$131,000 plus WSST to be paid out of the Jail Depreciation Fund (0142-101). No supplement required.

MOTION

N/A consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER APPROVING THE SECOND CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND DNR SYSTEMS INC. FOR THE UPGRADING OF THE OPTO22 SNAP ETHERNET FACTORY FLOOR SYSTEM TO A SNAP PAC SYSTEM AT THE BENTON COUNTY JUSTICE CENTER AND CORRECTIONS FACILITY

WHEREAS, per Resolution 2012-081 the parties entered into a contract whereby DNR Systems Inc. will upgrade the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice Center and Corrections facility; and

WHEREAS, per Resolution 2012-190, the parties amended the contract to include upgraded equipment installation, as well as increased the total amount payable; and

WHEREAS, the parties wish to amend the contract again in order to extend the expiration date from December 31, 2012 to March 31, 2013; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached second contract amendment between Benton County and DNR Systems Inc.; and

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

BE IT FURTHER RESOLVED the Personal Service Contract with DNR Systems Inc. shall expire March 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

SECOND CONTRACT AMENDMENT

THIS SECOND CONTRACT AMENDMENT, made and entered into this 26th day of - Nov., 2012 by and between BENTON COUNTY, WASHINGTON (hereinafter "COUNTY") and DNR Systems, Inc. (hereinafter "CONTRACTOR").

WHEREAS, per Resolution 2012-081 the parties entered into a contract whereby the CONTRACTOR would upgrade the OPTO22 Snap Ethernet Factory Floor System to a Snap Pac System at the Benton County Justice Center and Corrections Facility; and

WHEREAS, per Resolution 2012-190, the parties amended the contract to include upgraded equipment installation, as well as increased the total amount payable by the COUNTY; and

WHEREAS, the parties wish to amend the contract again in order to extend the expiration date from December 31, 2012 to March 31, 2013;

NOW THEREFORE, in consideration of the provisions set forth herein, the parties agree that all provisions of the original contract and the first contract amendment shall remain in effect except the below sections which shall be amended as follows:

1. **Section 2. DURATION OF CONTRACT** shall be removed and replaced in its entirety with the following:

The term of this Contract shall begin upon the signature of all parties and shall expire on **March 31, 2013**. Price adjustments of this contract will only be effective with an executed amendment to this contract. 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.

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Second Contract Amendment on behalf of the County, and the Contractor has executed this Second Contract Amendment, on the day and year first above written.

Date: _____

Benton County

Chairman
Benton County, Commissioner

Date: 11/26/12

DNR Systems



Signature

Ryan McCollum - Treasurer
Print Name and Title

Approved as to Form



Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: <u>DSHS Contract Number: 1163-27290,</u> <u>Amendment No. 03</u>	Execute Amendment <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	<u>COORDINATION</u> Ryan Lukson, BCPA Ryan Verhulp, FCPA Ed Thornbrugh, DHS Joel Chavez, DHS	

BACKGROUND INFORMATION

Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery would like to amend DSHS Contract Number: 1163-27290 with Benton and Franklin Counties Department of Human Services to provide chemical dependency prevention, treatment and support services.

The purpose of the Amendment is to move remaining Fiscal Year (FY) 12 Substance Abuse Prevention and Treatment (SAPT) Prevention and/or FY 12 SAPT Community Prevention Training Funds to FY 13, effective July 1, 2012. The fund amounts are identified in the attached Award and Revenues page, Exhibit A, which replaces the previous Awards and Revenues page (Exhibit A) from Amendment 2 in its entirety.

The amendment process was initiated when DSHS, Division of Behavioral Health and Recovery provided a copy of the amendment for legal review on November 6, 2012; resulting in the delay of execution.

SUMMARY

Award: Remains unchanged
Period: November 1, 2012 through June 30, 2013
Funding Source: Division of Behavioral Health and Recovery

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Department of Social and Health Services, Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a total maximum contract amount of \$3,901,919.00 (remains unchanged).

MOTION

To approve signing DSHS Contract Number: 1163-27290, Amendment No. 03 with Department of Social and Health Services, Division of Behavioral Health and Recovery, and to authorize the Chair to sign of behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER EXECUTING DSHS CONTRACT NUMBER: 1163-27290,
AMENDMENT NO. 03 BETWEEN DEPARTMENT OF SOCIAL AND HEALTH
SERVICES, DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AND
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,
APPROVED BY BENTON COUNTY RESOLUTION NO. 11-614 AND FRANKLIN
COUNTY RESOLUTION NO. 2011-338**

WHEREAS, Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery would like to amend DSHS Contract Number: 1163-27290 with Benton and Franklin Counties Department of Human Services to provide chemical dependency prevention, treatment and support services; and

WHEREAS, the purpose of the Amendment is to move remaining Fiscal Year (FY) 12 Substance Abuse Prevention and Treatment (SAPT) Prevention and/or FY 12 SAPT Community Prevention Training Funds to FY 13, effective July 1, 2012; and

WHEREAS, the fund amounts are identified in the attached Award and Revenues page, Exhibit A, which replaces the previous Awards and Revenues page (Exhibit A) from Amendment 2 in its entirety; and

WHEREAS, the Amendment process was initiated when DSHS, Division of Behavioral Health and Recovery provided a copy of the Amendment for legal review on November 6, 2012; resulting in the delay of execution; NOW, THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, DSHS Contract Number: 1163-27290, Amendment No. 03 between Department of Social and Health Services, Division of Behavioral Health and Recovery and Benton and Franklin Counties Department of Human Services; with the maximum consideration of the Contract remaining unchanged; and

BE IT FURTHER RESOLVED, the term of the attached Amendment commences on November 1, 2012 and expires on June 30, 2013.

Dated this.....day of, 2012

Chairman of Board

Member

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

Attest: _____
Clerk of the Board

Dated this.....day of, 2012

Chairman of Board

Member

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

Attest: _____
Clerk of the Board



CONTRACT AMENDMENT

DSHS CONTRACT NUMBER:
1163-27290

Amendment No. 03

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS Department of Human Services 7102 West Okanogan Place, Suite 201 Kennewick, WA 99336-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Joel Chavez	CONTRACTOR TELEPHONE (509) 783-5284	CONTRACTOR FAX (509) 783-5981	CONTRACTOR E-MAIL ADDRESS joelc@gov.wa.co.benton-franklin.us

DSHS ADMINISTRATION Aging and Disability Services Administration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1611CS-63
DSHS CONTACT NAME AND TITLE Tiffany Villines Administrator	DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503	
DSHS CONTACT TELEPHONE (360) 725-3726	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL ADDRESS tiffany.villines@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Y	CFDA NUMBERS 93.959
--	------------------------

AMENDMENT START DATE 11/01/2012	CONTRACT END DATE 06/30/2013	
PRIOR MAXIMUM CONTRACT AMOUNT \$3,901,919.00	AMOUNT OF INCREASE OR DECREASE \$0.00	TOTAL MAXIMUM CONTRACT AMOUNT \$3,901,919.00

REASON FOR AMENDMENT;
CHANGE OR CORRECT OTHER: SEE PAGE TWO

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:
 Additional Exhibits (specify): Exhibit A, Award & Revenues

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

Franklin County Commissioner Chair	Printed Name and Title Brad Peck, Chair Franklin County Commissioners	Date Signed
Benton County Commissioner Chair	Printed Name and Title James Beaver, Chair Benton County Commissioners	Date Signed

DSHS Signature	Printed Name and Title Eric Crawford, Senior Contracts Manager	Date Signed
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Approved as to form:  Ryan J. Lukson Benton County Prosecuting Attorney's Office	Approved as to form:  Ryan Verhulst Franklin County Prosecuting Attorney's Office	Approved as to form:  Ed Thornbrugh Administrator, Human Services
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<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: <u>Resolution: For purchasing computers, printers, network devices, software, and support</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract _____ Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND/SUMMARY INFORMATION

The Boards of Commissioners for Benton and Franklin County have approved the purchase of new and replacement computers, printers, networks devices, software license and support renewals as part of the Benton-Franklin Department of Human Services budget for 2013-2014. This Resolution would authorized Benton-Franklin Department of Human Services to purchase hardware and software from vendors on the small works roster or through the state bid list of which Benton County is a paid subscriber in the State Purchasing Cooperative in the amounts approved within the 2013-2014 budget, as adopted or amended, without soliciting competitive bids or further authorization by the Boards of Benton County and Franklin County Commissioners.

RECOMMENDATION

- Sign and approve the Resolution for the purchasing of computers, printers, network devices, software, and support

FISCAL IMPACT

This Resolution does not have any fiscal responsibilities. **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 the Resolution authorizing Benton-Franklin Counties Department of Human Services to purchase computers, printers, network devices, software, and support, 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 PURCHASING COMPUTERS, PRINTERS, NETWORK DEVICES, SOFTWARE, AND SUPPORT

WHEREAS, the Board of Commissioners of Benton County and Franklin County have approved the purchase of new and replacement computers, new and replacement printers, new and replacement network devices, software license and support renewals as part of the Benton-Franklin Department of Human Services budget for 2013-2014; and

WHEREAS, most of the computers, printers, network devices, software products, and support used by the Benton-Franklin Department of Human Services are available through the small works roster or through contracts competitively solicited and negotiated through the state bid list, of which Benton County is a paid subscriber in the State Purchasing Cooperative; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County and Franklin County Commissioners that the Benton-Franklin Department of Human Services is authorized to purchase hardware and software from vendors on the small works roster or the state bid list of which Benton County is a paid subscriber in the State Purchasing Cooperative to the amounts approved within the 2013-2014 budget, as adopted or amended, without soliciting competitive bids or further authorization by the Board of Benton County and Franklin County Commissioners.

Dated this . . . day of , 20__

Dated this . . . day of , 20__

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Subject: <u>Resolution: Purchasing computer and printer consumables</u>	Execute Contract _____ Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	COORDINATION: Ed Thornbrugh-DHS		

BACKGROUND/SUMMARY INFORMATION

The Benton-Franklin Department of Human Services purchases consumables like toner and ink cartridges throughout the budget period. The budget for Benton-Franklin Department of Human Services includes line items specifically for computer related consumables, which can fluctuate significantly throughout the course of a budget period. The Resolution would authorized Benton-Franklin Department of Human Services to purchase computer and printer consumables through multiple vendors to the amounts approved within in 2013-2014 budget, as adopted or amended, without soliciting formal bids or further authorization by the Boards of Benton County and Franklin County Commissioners.

RECOMMENDATION

- Sign and approve the Resolution for the purchase of computer and printer consumables

FISCAL IMPACT

This Resolution does not have any fiscal responsibilities. **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 the Resolution authorizing Benton-Franklin Counties Department of Human Services to purchase computer and printer consumables, 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 PURCHASING COMPUTER AND PRINTER CONSUMABLES

WHEREAS, the Benton-Franklin Department of Human Services purchases consumables like toner and ink cartridges throughout the budget period; and

WHEREAS, the budget for the Benton-Franklin Department of Human Services includes line items specifically for computer related consumables, and

WHEREAS, the prices for these consumables fluctuates significantly in the course of a budget period; and

WHEREAS, the Benton-Franklin Department of Human Services regularly checks pricing with vendors that will provide competitive prices and services to deliver the consumables; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County and Franklin County Commissioners, that the Benton-Franklin Department of Human Services is authorized to purchase computer and printer consumables through multiple vendors to the amounts approved within the 2013-2014 budget, as adopted or amended, without soliciting formal bids or further authorization by the Board of Benton County and Franklin County Commissioners.

Dated this . . . day of , 20__

Dated this . . . day of , 20__

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Grant Number: 12-46108-03 Amendment</u> <u>Number: A, for the Consolidated</u> <u>Homeless Grant between Benton and</u> <u>Franklin Counties Department of Human</u> <u>Services and Washington State</u> <u>Department of Commerce</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Amendment <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p> <p>COORDINATION</p> <p>Ryan Lukson, BCPA</p> <p>Ryan Verhulp, FCPA</p> <p>Ed Thornbrugh, Human Services</p> <p>Tracy Diaz, Human Services</p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

This Amendment was requested by Benton and Franklin Counties Department of Human Services to amend Attachment B, Budget of the Consolidated Homeless Grant Agreement. The purpose of this Amendment is to adjust the grant budget categories.

The Consolidated Homeless Grant will continue to fund and support a variety of activities including: operation of emergency shelter and transitional housing units, rental assistance, data collection and reporting.

SUMMARY

Award: Grant amount remains unchanged
Period: Commences on the date of execution through December 31, 2013
Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a grant amount that remains unchanged.

MOTION

To approve signing Grant Number: 12-46108-03 Amendment Number: A for the Consolidated Homeless Housing Grant with Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and to authorize the Chair to sign on behalf of the Board.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING GRANT NUMBER: 12-46108-03 AMENDMENT NUMBER: A, FOR THE CONSOLIDATED HOMELESS GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT, AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, APPROVED BY BENTON COUNTY RESOLUTION NO. 2012-197 AND FRANKLIN COUNTY RESOLUTION NO. 2012-129

WHEREAS, this Amendment was requested by Benton and Franklin Counties Department of Human Services to amend Attachment B, Budget with the attached Attachment B-1; and

WHEREAS, the purpose of the amended Attachment B-1 Revised Budget, is to adjust the budget categories and move funds from Rent Assistance for households with minor children with incomes < Very Low (50%) Income Limits, Rent Assistance for households with incomes < Extremely Low (30%) Income Limits, and Program Operations to Facility Support for households with minor children and Facility Support; and

WHEREAS, the Consolidated Homeless Grant will continue to fund and support a variety of activities including: operation of emergency shelter and transitional housing units, rental assistance, data collection and reporting; **NOW THEREFORE**,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment and authorize the administrator of Benton and Franklin Counties Department of Human Services to sign the Amendment face sheet; 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, Grant Number: 12-46108-03 Amendment Number: A, for the Consolidated Homeless Grant between Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services for a grant amount that remains unchanged; and

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

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

Dated this.....day of, 2012

Dated this.....day of, 2012

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Grant Number: 12-46108-03
Amendment Number: A**

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

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

For Benton County:

For Franklin County:

Chair

Date

Chair

Date

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Approved as to form:

Approved as to form:

Approved as to form:



Dept. of Human Services

Benton Co Prosecutor's Office

Franklin Co Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: <u>GCBH Agreement Number</u> <u>BFCRUP-11/13-00-02, Amendment</u> <u>No. 02</u>	Execute Amendment <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	<u>COORDINATION</u> Ryan Lukson, BCPA Ryan Verhulp, FCPA Ed Thornbrugh, Human Services	

BACKGROUND/SUMMARY INFORMATION

Greater Columbia Behavioral Health currently contracts with Benton and Franklin Counties Department of Human Services to operate a Prepaid Inpatient Health Plan (PIHP) to provide medically necessary mental health services to Enrollees.

The purpose of the Amendment is to add language to Sections 1, 6, 15 and 17; and revise Sections 6, 8, 9, 11, 12 and 17.

The Amendment process was initiated when Greater Columbia Behavioral Health provided a copy of the Amendment for legal review on October 8, 2012; resulting in the delay of execution.

SUMMARY

Period: October 1, 2012 through September 30, 2013
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

Funding for services described in this Amendment is provided by Greater Columbia Behavioral Health. **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 GCBH Agreement Number BFCRUP-11/13-00-02, Amendment No. 02 with Greater Columbia Behavioral Health, and to authorize the Chair to sign on behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING GCBH AGREEMENT NUMBER BFCRUP-11/13-00-02, AMENDMENT NO. 02, FOR THE PREPAID INPATIENT HEALTH PLAN (PIHP) AGREEMENT, BETWEEN GREATER COLUMBIA BEHAVIORAL HEALTH AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, APPROVED BY BENTON COUNTY RESOLUTION NO. 11-657 AND FRANKLIN COUNTY RESOLUTION NO. 2011-366

WHEREAS, Greater Columbia Behavioral Health currently contracts with Benton and Franklin Counties Department of Human services to operate a Prepaid Inpatient Health Plan (PIHP) Agreement to provide medically necessary mental health services to Enrollees. Provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate; and

WHEREAS, the purpose of this Amendment is to add language to Sections 1, 6, 15 and 17; and revise Sections 6, 8, 9, 11, 12 and 17; and

WHEREAS, all other terms and conditions of the underlying Agreement, GCBH Agreement Number BFCRUP-11/13-00 remain in full force and effect; and

WHEREAS, the Amendment process was initiated when Greater Columbia Behavioral Health provided a copy of the Amendment for legal review on October 8, 2012; resulting in the delay of execution; and

BE IT RESOLVED, that the Boards of Benton County and Franklin County Commissioners hereby accept the proposed Amendment; 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, GCBH Agreement Number BFCRUP-11/13-00-02, Amendment No. 02, for the Prepaid Inpatient Health Plan (PIHP) Agreement between Greater Columbia Behavioral Health and Benton and Franklin Counties Department of Human Services; and

BE IT FURTHER RESOLVED, the term of the attached Amendment commences on October 1, 2012 and expires on September 30, 2013.

Dated this day of , 2012

Dated this day of , 2012

Chair

Chair

Chair Pro Tem

Chair 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



**GREATER COLUMBIA
BEHAVIORAL HEALTH
AND
BENTON AND FRANKLIN
COUNTIES**

GCBH Agreement Number

BFCRUP-11/13-00-02

New Agreement

Amendment No. 02

**PREPAID INPATIENT HEALTH
PLAN AGREEMENT**

This Amendment is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the service provider identified below, hereinafter referred to as the "Contractor".

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Mary Garza

RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

RSN/PHP CONTACT FAX

(509) 783-4165

RSN/PHP CONTACT E-MAIL

maryg@gcbh.org

CONTRACTOR NAME

Benton and Franklin Counties

CONTRACTOR CONTACT NAME

Ed Thornbrugh, Administrator

CONTRACTOR CONTACT ADDRESS

Benton and Franklin Department of Human Services
7102 W Okanogan Pl., Ste 201
Kennewick, WA 99336

CONTRACTOR CONTACT TELEPHONE

(509) 783-5284

CONTRACTOR CONTACT FAX

(509) 783-5981

CONTRACTOR CONTACT E-MAIL

edt@gov.wa.co.benton-franklin.us

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

No

CFDA NUMBERS (Federal Block Grant)

START DATE

END DATE

FUNDING

October 01, 2012

September 30,
2013

See Funding Schedule posted on the GCBH website www.gcbh.org

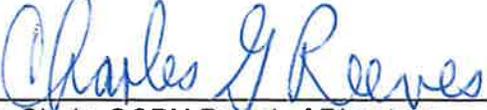
ATTACHMENTS: When the box(s) below are marked with an X, the following exhibits are attached to and incorporated into this Amendment by reference:

Exhibit(s): D. Program Integrity

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Amendment and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH



Vice-Chair, GCBH Board of Directors

CONTRACTOR

Benton County

Chairman, County Commissioner

Attest: _____
Clerk of the Board

Franklin County

Chairman, County Commissioner

Attest: _____
Clerk of the Board

Approved as to Content:

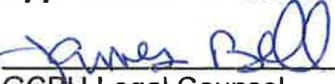


GCBH Director

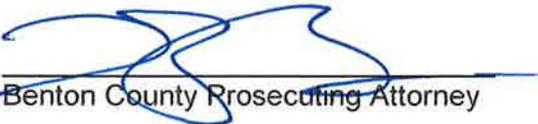


Benton – Franklin Department of Human Services

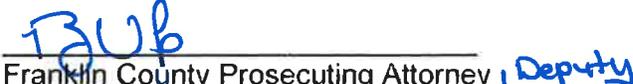
Approved as to Form:



GCBH Legal Counsel

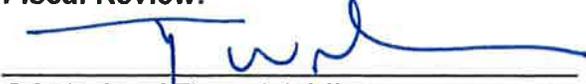


Benton County Prosecuting Attorney



Franklin County Prosecuting Attorney, Deputy

Fiscal Review:



GCBH Chief Financial Officer

Content and Form Prepared By:



GCBH Contracts Coordinator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Amendment <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
Subject: First Amendment to Professional Services Agreement #PSA-2011/12-Shelter Plus Care-LCC-00 with Lourdes Counseling Center	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
	Other <input type="checkbox"/>	Other <input type="checkbox"/>
	COORDINATION	
Prepared by: Maria Loera, Sr. Secretary-DHS	Ryan Lukson, BCPA	
Reviewed by: Ed Thornbrugh, Administrator-DHS	Ryan Verhulp, FCPA	
	Ed Thornbrugh, Human Services	
	Tracy Diaz, Human Services	

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Lourdes Counseling Center to provide the Shelter Plus Care Program.

The purpose of this Amendment is to amend Section 3. Duration of Agreement, Section 6. Compensation, and sub-section 6.2 in order to continue to provide the reimbursement of expenses of eligible participants in the Shelter Plus Care Program.

The Shelter Plus Care Program provides rental assistance to supportive services for hard-to-serve homeless persons with disabilities; primarily those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have acquired immunodeficiency syndrome (AIDS) and related diseases, and their families.

SUMMARY

Award: \$109,636.00

Period: October 1, 2011 through September 30, 2013

Funding Source: 2010 Shelter Plus Care Grant No. WA0072C0T011003

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for an Agreement amount not to exceed \$109,636.00.

MOTION

To approve signing a First Amendment to Professional Service Agreement #PSA-2011/12-Shelter Plus Care-LCC-00 with Lourdes Counseling Center, 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 EXECUTING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT #PSA-2011/12- SHELTER PLUS CARE-LCC-00 BETWEEN LOURDES COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, FOR THE REIMBURSEMENT OF EXPENSES OF ELIGIBLE PARTICIPANTS IN THE SHELTER PLUS CARE PROGRAM, APPROVED BY BENTON COUNTY RESOLUTION NO. 11-721 AND FRANKLIN COUNTY RESOLUTION NO. 2011-390

WHEREAS, the Benton and Franklin Counties Department of Human Services currently contracts with Lourdes Counseling Center to provide the Shelter Plus Care Program; and

WHEREAS, the Shelter Plus Care Program provides rental assistance to supportive services for hard-to-serve homeless persons with disabilities; primarily those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have acquired immunodeficiency syndrome (AIDS) and related diseases, and their families, and

WHEREAS, with the transition of mental health contracting to Greater Columbia Behavioral Health; Shelter Plus Care is a service that has been embedded in the mental health contracts and is not funded by Greater Columbia Behavioral Health, and

WHEREAS, the purpose of this Amendment is to amend Section 3. Duration of Agreement, Section 6. Compensation, and sub-section 6.2 in order to continue to provide the reimbursement of expenses of eligible participants in the Shelter Plus Care Program; NOW THEREFORE,

BE IT RESOLVED, that the Chairman of the Boards of Benton County and Franklin County Commissioners here by accept the proposed 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 First Amendment to Professional Services Agreement #PSA-2011/12-Shelter Plus Care-LCC-00 with Lourdes Counseling Center; to amend Section 3. Duration of Agreement, Section 6. Compensation, and sub-section 6.2 for a maximum total amount payable by the Counties to the Contractor not to exceed \$109,636.00; and

BE IT FURTHER RESOLVED, the term of the attached Amendment expires on September 30, 2013.

Dated this . . . day of, 2012

Dated this . . . day of, 2012

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
First Amendment to**

Professional Services Agreement #PSA-2011/12-Shelter Plus Care-LCC-00

This Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 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 West Okanogan, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network**, a member of Ascension Health, a national health system consisting primarily of nonprofit corporations, with its principal offices at 520 N 4th Avenue, Pasco, WA 99301, (hereinafter "Contractor").

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

Contractor Contact Information:
Barbara Mead, Director
Lourdes Counseling Center
1175 Carondelet Drive
Richland, WA 99352
Phone: 509.943.9104
Fax: 509.943.7206
E-Mail: bmead@lourdesonline.org

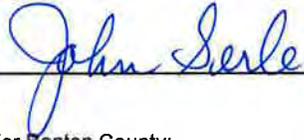
Agreement Start Date..... October 1, 2011
Agreement End Date..... September 30, 2013

Consideration Reimbursement for expenses not to exceed \$109,636.00

Exhibits incorporated into this Amendment..... None

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

For the Contractor:



Title: CEO Date 11-29-12

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:



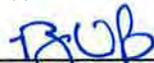
Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

Approved as to Form:



Franklin County Prosecutor's Office

PURPOSE

By way of this Amendment, Professional Services Agreement #PSA-2011/12-Shelter Plus Care-LCC-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

Section 3. shall be replaced in its entirety with the following:

3. **Duration of Agreement:** The term of this Agreement shall commence on October 1, 2011 and shall expire on September 30, 2013 unless terminated sooner per Section 10 herein this Agreement. The Contractor shall complete the work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

Section 6. Compensation, sub-section 6.2 shall be replaced in its entirety with the following:

- 6.2 The maximum total amount payable by the Counties to the Contractor under this Agreement shall not exceed \$109,636.00.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Subject: <u>First Amendment to Agreement</u> <u>#2011/2013-HEN-TSA</u>	Execute Amendment <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	<u>COORDINATION</u> Ryan Lukson, BCPA Ryan Verhulp, FCPA Ed Thornbrugh, Human Services Tracy Diaz, Human Services		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with The Salvation Army to provide Essential Needs, Rent and Utility Payments to Medical Care Services recipients.

The purpose of the Housing and Essential Needs Grant is limited to providing rental assistance, utility assistance and essential needs for Medical Care Services recipients as determined by the Department of Social and Health Services (DSHS).

The purpose of this Amendment is to amend the underlying Agreement attachments A, B, and C with the attached Amended Attachments A, B and C.

SUMMARY

Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing a First Amendment to Agreement #2011/2013-HEN-TSA with The Salvation Army, 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 EXECUTING A FIRST AMENDMENT TO AGREEMENT #2011/2013-HEN-TSA TO PROVIDE HOUSING AND ESSENTIAL NEEDS SERVICES BETWEEN THE SALVATION ARMY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES; PREVIOUSLY APPROVED BY BENTON COUNTY RESOLUTION NO. 2012-116 AND FRANKLIN COUNTY RESOLUTION NO. 2012-093

WHEREAS, the Benton and Franklin Counties Department of Human Services currently contracts with The Salvation Army to provide Essential Needs, Rent and Utility Payments for Medical Care Services recipients; and

WHEREAS, the Housing and Essential Needs Grant funds are limited to providing rental assistance, utility assistance and essential needs for Medical Care Services recipients as determined by the Department of Social and Health Services; and

WHEREAS, the purpose of this Amendment is to amend the underlying Agreement Attachments A, B, and C with the attached Amended Attachments A, B, and C; **NOW THEREFORE**,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed 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 First Amendment to Agreement #2011/2013-HEN-TSA to replace Attachments A, B, and C with the attached Amended Attachments A, B, and C; and

BE IT FURTHER RESOLVED, the Consideration amount and Agreement End Date remain unchanged.

Dated this.....day of, 2012

Dated this.....day of, 2012

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
First Amendment to Agreement #2011/2013-HEN-TSA**

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 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 **The Salvation Army**, a private non-profit agency, with its principal offices 310 N. 4th Ave., Pasco, WA 99301 (hereinafter "Grantee").

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

Grantee Contact Information:
Major Julio Vasquez, Executive
The Salvation Army
310 N. 4th Ave
Pasco, WA 99301
Phone: 509.547.2138
E-Mail: Julio.Vasquez@usw.salvationarmy.org

Agreement Start Date October 1, 2011
Agreement End Date (unless terminated sooner as set forth herein this Agreement)..... June 30, 2013
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration \$95,045.00

Attachments incorporated into this Agreement:
Amended Attachment A-Scope of Work, Amended Attachment B-Budget
Amended Attachment C-Department of Commerce Program Guidelines

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 Contractor:


VICTOR R. DOUGHTY Treasurer


Title: _____ Date: NOV 29 2012
Tom Melott

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

Approved as to Form:


Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Authorizing the Board Chair to sign amendments to the Homeless Housing and Assistance (2163) Subcontracts upon approval as to form by attorneys</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract _____</p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p> <p>COORDINATION: Ed Thornbrugh, DHS</p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Benton-Franklin Counties Department of Human Services currently has five (5) Subcontractors that provide homeless housing and assistance services to individuals residing in Benton and Franklin Counties.

The Contract end date for all five (5) Subcontractors is December 31, 2012; Benton-Franklin Counties Department of Human Services submitted Contract Amendments to the Prosecuting Attorney's office for review on December 4, 2012. The Subcontract Amendments are not likely to be reviewed and executed prior to the expiration of the current Contracts, as there are no additional meetings scheduled for 2012.

All board members have received drafts of Agreements pending legal approval.

RECOMMENDATION

Sign the Resolution authorizing the Board Chair to sign the Amendments to the Homeless Housing and Assistance Subcontracts upon approval as to form by attorneys.

FISCAL IMPACT

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

MOTION

To authorize the Chair to sign on behalf of the Board the Amendments to the Homeless Housing and Assistance Subcontracts upon approval as to form by attorneys.



 Signature

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF AUTHORIZING THE BOARD CHAIR TO SIGN AMENDMENTS TO THE HOMELESS HOUSING AND ASSISTANCE (2163) SUBCONTRACTS UPON APPROVAL AS TO FORM BY ATTORNEYS

WHEREAS, the Benton-Franklin Counties Department of Human Services currently has five (5) Subcontractors that provide homeless housing and assistance services to individuals residing in Benton and Franklin Counties; and

WHEREAS, the Contract end date for all five (5) Subcontractors is December 31, 2012; and

WHEREAS, the Subcontract Amendments are not likely to be reviewed and executed prior to the expiration of the current Contracts; and

WHEREAS, there are no additional meetings scheduled for 2012; and

WHEREAS, Benton-Franklin Counties Department of Human Services submitted Contract Amendments to the Prosecuting Attorney's office for review on December 4, 2012; NOW, THEREFORE,

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

Amendments:

- First Amendment to Agreement #2012-2163-MFP
- Second Amendment to Agreement #2011-2163-CBVC
- Third Amendment to Agreement #2012-2163-DVSBF
- First Amendment to Agreement #2012-HHAA-BFCAC
- First Amendment to Agreement #2012-HHAA-LCC

Dated this day of, 2012

Chair

Member

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

Attest: _____
Clerk of the Board

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 12/18/12 F/C 1/03/12	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Interagency Agreement ICA13367 with Administrative Office of the Courts for Court Interpreter Funding	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Ordinance _____	1ST DISCUSSION
Reviewed By: Sharon A. Paradis	Pass Motion _____	2ND DISCUSSION
	Other _____	OTHER

BACKGROUND INFORMATION

The State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding Requirements.

SUMMARY

From the period of July 1, 2011 through August 31, 2012, the Benton-Franklin Counties Juvenile Justice Center entered a similar agreement with Administrative Office of the Courts (AOC). The period of performance for this agreement is from July 1, 2012 through August 31, 2013. The Interagency Agreement is backdated to July 1, 2012 so that services are not interrupted and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2012. The contract was emailed to the Juvenile Justice Center on October 29, 2012. The contract was sent to the Franklin County Prosecuting Attorney's office on October 29, 2012 and returned to the Juvenile Justice Center on December 6, 2012.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement #ICA13367 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

COORDINATION

Coordination of the contract occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Ryan Verhulp, Franklin County Deputy Prosecuting Attorney who reviewed the contract as to form; Administrative Office of the Courts (AOC); and Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of \$17,911.95. The Counties' contracts with interpreters allows for the hourly compensation to increase only to the extent that additional AOC funding is available. In the absence of AOC funds, interpreter rates remain at \$50 per hour, which is included in the Juvenile Court budget# 171, 173, and 174 so there is no unanticipated fiscal impact. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the AOC Contract (ICA13367) between Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT ICA13367
BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON,
ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement ICA13367 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

WHEREAS, the new agreement was not received until October 29, 2012 and is backdated to July 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2012; and

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, herby concurs with the Administrator and approves the interagency agreement between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

BE IT FURTHER RESOLVED, the Juvenile Justice Center will be reimbursed a maximum of \$17,911.95 for costs incurred during the period of performance; and

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

BE IT FURTHER RESOLVED, the agreement is for the period of July 1, 2012 through August 31, 2013.

DATED this 18th day of December 2012

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

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

ATTEST:

Clerk of the Board

DATED this 3rd day of January 2013

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

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

ATTEST:

Clerk of the Board

INTERLOCAL COOPERATIVE AGREEMENT -- ICA13367
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON/FRANKLIN COUNTIES JUVENILE COURT

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts ("AOC") and Benton/Franklin Counties Juvenile Court ("Court"), for the purpose of distributing funds for court interpreter expenses.

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. "Certified Interpreter" means an interpreter who is certified by the AOC, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at: www.courts.wa.gov/interpreters.
- b. "Registered Interpreter" means an interpreter who is registered by the AOC, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at: www.courts.wa.gov/interpreters.
- c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. "Qualifying event" means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/content/courtInterpreter/FUNDING%20CONDITIONS.pdf>
 - If the language interpreted is a language for which there are certified language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
 - If the language interpreted is a language for which there are no certified or registered language interpreters, the event was interpreted by a qualified interpreter.
 - If the event was interpreted by a qualified sign language interpreter.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		
MEETING DATE: B/C 12-18-12 F/C 01-02-13		Executive Contract	<u>XX</u>	CONSENT AGENDA <u>XX</u>
SUBJECT: Contract Amendment # 1 with Inter-City Legal Processing & Messenger Service, LLC.		Pass Resolution	<u>XX</u>	PUBLIC HEARING
Prepared By:	Toni Lehman	Pass Ordinance		1ST DISCUSSION
Reviewed By:	Sharon A. Paradis	Pass Motion		2ND DISCUSSION
		Other		OTHER

BACKGROUND INFORMATION

Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service has provided processing and messenger services to the Benton-Franklin Counties Juvenile Justice Center (BFJJC), Benton-Franklin Counties Department of Human Services, and the Benton-Franklin Counties Crisis Response Unit for more than twenty (20) years. The current contract for services between these Departments and Inter-City Legal Processing & Messenger Service expires on December 31, 2012.

SUMMARY

The contract amendment # 1 will extend the contract through December 31, 2013. The Contract allows for renewal of the contract duration term for up to two (2), one (1) year terms.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the contract amendment # 1 between Inter-City Legal Processing & Messenger Services, LLC, Benton-Franklin Counties Juvenile Justice Center, the Benton-Franklin Counties Crisis Response Unit, and Benton-Franklin Counties Department of Human Services for services.

COORDINATION

Coordination of the contract amendment # 1 occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Ryan Verhulp, Franklin County Deputy Prosecuting Attorney who reviewed the contract as to form; Dina Navejar, Owner of Inter-City Legal Processing & Messenger Services, LLC, Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center and Ed Thornbrugh, Administrator for Human Services and Crisis Response.

FISCAL IMPACT

Amount not to exceed \$3,000.00 to be paid out of Juvenile Funds Dept. 171 budget and Human Services Funds Dept. 0108101. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the contract amendment # 1 between the Benton-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, Benton-Franklin Counties Crisis Response Unit and Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service.

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 INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE LLC. THE PERSONAL SERVICE CONTRACT AMENDMENT # 1 FOR PROCESS SERVICE AND DELIVERY OF DOCUMENTS FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON-FRANKLIN COUNTIES CRISIS RESPONSE UNIT

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-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, and Benton-Franklin Counties Crisis Response Unit had a contract with Inter-City Legal Processing & Messenger Service LLC for process service and delivery of documents for 2012 via Resolution 11-772 and 2011 431-A; and

WHEREAS, the Administrators for Benton-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, and Benton-Franklin Counties Crisis Response Unit recommends entering into another contract for 2013; **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 Administrators' recommendation and hereby awards the personal service contract amendment # 1 to Inter-City Processing & Messenger Service LLC in an amount not to exceed \$3,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached personal service contract amendment; 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 December 2012
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of January 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

PLANNED
Hon. Craig J. Whitman
Hon. M. L. VanderSchaer
Hon. Robert G. Schneider
Hon. Carrie Kluge
Hon. Catherine B. Bickel
Hon. Bruce Spitzer

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICE CONTRACT AMENDMENT # 1

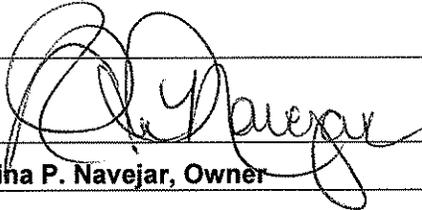
This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Inter-City Legal Processing & Messenger Service, LLC, with its principal office located at 518 W. Shoshone, Pasco, WA 99336 (hereinafter referred to as "Contractor").

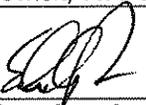
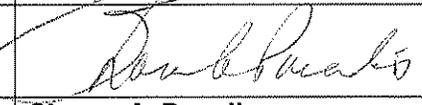
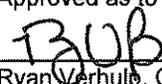
In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 11-772 and executed on December 6, 2011, and Franklin County Resolution No. 2011 431-A and executed on December 14, 2011 (the "Contract"), the parties agree to amend the Contract Section 2 A.

1. In accordance with Section 2A of the Contract ("Duration of Contract") the parties herein agree to extend the Contract from January 1, 2013 through December 31, 2013, unless terminated sooner.

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

This Amendment shall be effective upon execution by the parties.

Inter-City Legal Processing & Messenger Service	
518 Shoshone Pasco, WA 99301	
	11/27/12
Dina P. Navejar, Owner	Date

Human Services/Crisis Response 7207 W. Deschutes Kennewick, WA 99336	Benton Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick WA 99336-1388
	
27 Nov 12	11/29/2012
Ed Thornbrugh	Sharon A. Paradis
Date	Date
BENTON COUNTY APPROVAL Approved as to Form: <u>Agreed Review Performed by Franklin County</u> Stephen Hallstrom, Deputy Prosecuting Attorney Date	FRANKLIN COUNTY APPROVAL Approved as to Form:  11/29/2012 Ryan Verhulst, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>James Beaver</u> Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: <u>Brad Peck</u> Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 12-18-12 F/C 01-02-2013	Executive Contract XX	PUBLIC HEARING
SUBJECT: Professional Services Contract Amendment # 4 for Civil Defense Panel Attorney-Mary S. Poland	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Toni Lehman	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon A. Paradis	Other	OTHER

BACKGROUND INFORMATION

Mary S. Poland, Civil Defense Attorney has served as a Civil Defense Panel Attorney under contract with Benton-Franklin Counties Juvenile Justice Center for a number of years.

SUMMARY

The current contract is due to expire on December 31, 2012. The Contract Amendment # 4 extends the contract through August 31, 2013. The amendment # 4 allows additional time for outside counsel to review and advise as to form of the new contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract between Mary S. Poland 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; Eric Hsu, Indigent Defense Coordinator who reviewed the contract as to form; Mary S. Poland, Attorney and Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Amount not to exceed \$175,000.00 to be paid out of Juvenile Funds Dept. 171 and 173 budgets. 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 MARY S. POLAND THE PROFESSIONAL SERVICE CONTRACT AMENDMENT # 4 FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION

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 Mary S. Poland for legal representation of indigent individuals from January 1, 2011 through December 31, 2012 via Resolution 10-708 and 2010-366 and Contract Amendment # 3 via Resolution 2012 342 and 2012 226; and

WHEREAS, the Juvenile Administrator recommends extending the contract to August 31, 2013 and replacing Amendment # 3; **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 professional service contract amendment # 4 to Mary S. Poland in an amount not to exceed \$175,000.00.

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Professional Service Amendment # 4; and

BE IT FURTHER RESOLVED, the term of the attached contract amendment commences January 1, 2011 and expires on August 31, 2013.

**DATED this 18th day of December 2012
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 2nd day of January 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

Hon. Craig J. Blalock
Hon. Vic L. Vonderhaar
Hon. Robert G. Bunker
Hon. Curtis Rango
Hon. Catherine Mitchell
Hon. Bruce Spitzer

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

AMENDMENT # 4 TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSON IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION BFJC1212MSP004A

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

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Professional Service Agreement between Attorney and the Counties, designated as BFJC1112JDP001 (corresponding to Benton County Resolution No. 10 708 and executed on November 22, 2010, and Franklin County Resolution No. 2010 366 and executed on December 1, 2010), hereinafter referred to as the "Existing PSA", and Personal Service Agreement Amendment # 3 designated as BFJC1212MSP003A (corresponding to Benton County Resolution No 2012-342 and executed on June 26, 2012 and Franklin County Resolution No 2012-226 and executed on July 11, 2012) hereinafter referred to as "Amendment # 3": the parties agree **Section 1, Agreement Term; Section 7, Number of Appointments and Section 11.a., Compensation** of said Existing PSA and Amendment # 3 shall be amended by being replaced with the following:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **31st day of August, 2013**, unless earlier terminated pursuant to the applicable terms and provision of this Agreement.
7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons in Civil Proceedings up to a floating caseload maximum of **70 open cases** pending at any given time. Truancy Board representation, being separately

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 12-18-12 F/C 01-02-2013	Executive Contract XX	PUBLIC HEARING
SUBJECT: Personal Services Contract for Washington Collectors Tri-Cities, Inc.	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Toni Lehman	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon A. Paradis	Other	OTHER

BACKGROUND INFORMATION

Washington Collectors Tri-Cities, Inc. is a licensed collection agency in which Benton-Franklin Counties Juvenile Justice Center (BFJJC) has contracted with for several years to collect on past due parental payment accounts. Parents or legal guardians are charged a fee for Diversion, Detention and Work Crew. Unpaid accounts are submitted to Washington Collectors, Inc. for further collection efforts.

SUMMARY

The current contract is due to expire on December 31, 2012.

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 Washington Collectors Tri-Cities, Inc., 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; Ryan Verhulp, Franklin County Deputy Prosecuting Attorney who reviewed the contract as to form; Arceli Lamb, Vice President of Washington Collectors Tri-Cities, Inc., and Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

100% of the face value of the account submitted will be returned to Benton-Franklin Counties Juvenile Justice Center. Revenues are collected based on collection efforts by Washington Collectors, Tri-Cities, Inc. There is not fiscal impact to the personal service contract.

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 WASHINGTON COLLECTORS TRI-CITIES, INC., A PERSONAL SERVICE CONTRACT FOR COLLECTION OF UNPAID FEES AND INTEREST ON ASSESSMENTS THAT HAVE BEEN IMPOSED BY THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

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 Washington Collectors Tri-Cities, Inc., for collection of unpaid fees from January 1, 2010 through December 31, 2012 via Resolution 09-822 and 2009-504; and

WHEREAS, the Juvenile Administrator recommends entering into another contract beginning January 1, 2013 and expiring on December 31, 2015; **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 Washington Collectors Tri-Cities, Inc. Revenues are collected based on collection efforts by Washington Collectors Tri-Cities, Inc. There is no fiscal impact to the personal service contract.

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 January 1, 2013 and expires December 31, 2015.

DATED this 18th day of December 2012
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of January 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 of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Washington Collectors Tri-Cities, Inc., a Washington Corporation and licensed collection agency under Chapter 19.16 RCW, with its principal offices at 510 North 20th Street, STE D, Pasco WA 99301 (hereinafter "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2013 and shall expire on **December 31, 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.

2. SERVICES PROVIDED

The Contractor shall perform the following services:

- a. The Contractor shall collect unpaid fees and interest on assessments that have been imposed by the Counties.
- b. The Contractor shall disburse funds collected on accounts to the Counties no later than the fifth (5th) of each month. If the fifth (5th) falls on a weekend or a holiday, then the Contractor shall disperse funds to the Counties by the next business day.
- c. The Contractor shall supply the Counties with a full client report by the fifth (5th) of each month, with the disbursement check. The report shall be formatted to include the following information in column order and sorted by client's last name:
 - Debtor's account # (7 digits);
 - Account Code (BEN###);
 - Client's full name (last name, first);
 - Client's address;
 - Client's city, state and zip;

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT NUMBER 171 - OPERATIONS, AND

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

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: J. Bowe

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING A ONE-TIME PAYMENT TO LAW FIRM OF ARMSTRONG, KLYM, WAITE, ATWOOD & JAMESON, P.S. FOR MEDIATOR SERVICES RELATING TO A MEDIATION SETTLEMENT WITH OFFICE OF PUBLIC DEFENSE SUPERIOR COURT CONTRACT ATTORNEYS

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

WHEREAS, Dan Arnold, Kevin Holt and Scott Johnson (“Attorneys”) have been contracted to provide public defense services in Benton County Superior Court with various starting dates in December, 2010; and

WHEREAS, because of an existing dispute related to the indigent defense agreements, Attorneys tendered to Benton County a demand to mediate said dispute, pursuant to Section 31 of the agreement between Benton County and Attorneys for indigent defense services; and

WHEREAS, mediation between the parties was in fact held on November 5, 2012 with attorney Jan Armstrong, of Armstrong, Klym, Waite, Atwood & Jameson, P.S. (“Law Firm”) mutually selected as the presiding mediator; and

WHEREAS, Section 31(a) of the agreement between Benton County and Attorneys provides that County must pay half of the mediator’s fees and expenses which, in this case, total \$2,090.00;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Benton County Commissioners authorize a one-time payment to the law firm of Armstrong, Klym, Waite, Atwood & Jameson, P.S. of \$2,090.00 as payment of 50% of the services of mediator Jan Armstrong.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING A ONE-TIME PAYMENT TO LAW FIRM OF KELLER W. ALLEN, P.C. FOR SUBCONTRACTED LEGAL CONSULTING SERVICES RELATING TO A MEDIATION SETTLEMENT WITH OFFICE OF PUBLIC DEFENSE SUPERIOR COURT CONTRACT ATTORNEYS

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

WHEREAS, Dan Arnold, Kevin Holt and Scott Johnson (“Attorneys”) have been contracted to provide public defense services in Benton County Superior Court with various starting dates in December, 2010; and

WHEREAS, because of an existing dispute related to the indigent defense agreements, Attorneys tendered to Benton County a demand to mediate said dispute, pursuant to Section 31 of the agreement between Benton County and Attorneys for indigent defense services; and

WHEREAS, Benton County and Attorneys successfully mediated a settlement to a pending dispute related to the Attorneys’ Superior Court public defense contracts; and

WHEREAS, at the request of Benton County, the Law Firm of Keller W Allen, P.C. was subcontracted by Kuffel, Hultgren, Klashke Attorneys at Law (“Law Firm”) for legal consulting services relating to the mediation. Law Firm holds a professional services agreement with Benton County per Resolution 06-493 and has requested that the Law Firm of Keller W Allen, P.C. be paid directly for their services; and

NOW THEREFORE, BE IT RESOLVED THAT the Board of Benton County Commissioners authorize a one-time payment to the Law Firm of Keller W Allen, P.C of \$2,172.40 for legal consulting services.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: **December 18, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Attorney Adrienne Farabee (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2012 by way of contract. Attorney’s contract provided for a maximum of 390 cases to be assigned to her. Because of caseload needs, 10 additional cases above and beyond the 390 cases were assigned to attorney.

SUMMARY

Compensation for attorney Adrienne Farabee’s 10 additional cases in the amount of \$168.30 per case for a total of \$1,683.00.

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

\$1,683.00 should be absorbed within the 2012 pre-allocated budget.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY ADRIENNE FARABEE FOR CASES
ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2012**

WHEREAS, attorney Adrienne Farabee (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2012 by way of contract via Resolution 11-020; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 10 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$168.30 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Adrienne Farabee be compensated in the amount of \$168.30 per case for the 10 cases she claimed for 2012 in excess of her contractual case cap for the year, for a total compensation of \$1,683.00.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Attorney Anastasia McKinley ("Attorney") provided indigent defense services to Benton County for District Court cases in 2012 by way of contract. Attorney's contract provided for a maximum of 390 cases to be assigned to her. Because of caseload needs, 5 additional cases above and beyond the 390 cases were assigned to attorney.

SUMMARY

Compensation for attorney Anastasia McKinley's 5 additional cases in the amount of \$168.30 per case for a total of \$841.50.

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

\$841.50 should be absorbed within the 2012 pre-allocated budget.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY ANASTASIA MCKINLEY FOR CASES
ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2012**

WHEREAS, attorney Anastasia McKinley (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2012 by way of contract, via Resolution 10-538; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 5 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$168.30 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Anastasia McKinley be compensated in the amount of \$168.30 per case for the 5 cases she claimed for 2012 in excess of her contractual case cap for the year, for a total compensation of \$841.50.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

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

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

Requested meeting date: **December 18, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

OPD provides public defense services to defendants charged with felony offenses who appear on the Superior Court preliminary appearance docket. On Monday, Tuesday, and Friday, this representation is provided using Staff Attorneys and the Indigent Defense Coordinator. On October 2, 2012 and November 2, 2012, because of staff shortages and staff attorney interviews, OPD was unable to utilize staff in providing this service and needed to contract with attorney Peyman Younesi to do so instead. It is appropriate to compensate attorney Younesi in the amount of \$150 per docket, which is the equivalent amount that OPD compensates District Court attorneys for appearing on the District Court arraignment docket (very similar to the preliminary appearance docket).

SUMMARY

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

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

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

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

WHEREAS, because of staffing shortages and staff attorney interviews it was necessary to ask contract attorney Peyman Younesi to substitute for OPD Staff Attorneys in providing representation at the Superior Court preliminary appearance dockets on October 2, 2012 and November 2, 2012; and

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

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

BE IT FURTHER RESOLVED where contract attorney Peyman Younesi provided defense services, substituting in for OPD Staff Attorneys and/or the Indigent Defense Coordinator to provide coverage for staff shortages and staff attorney interviews, on October 2, 2012 and November 2, 2012 in the amount of \$150 per docket for a total of \$300.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: **December 18, 2012**
 Presentation length:
 Presenting elected office/department: **OPD**
 Prepared by: **Eric Hsu**
 Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Attorney Mary Poland ("Attorney") provided indigent defense services to Benton County for District Court cases in 2012 by way of contract. Attorney's contract provided for a maximum of 390 cases to be assigned to her. Because of caseload needs, 6 additional cases above and beyond the 390 cases were assigned to attorney.

SUMMARY

Compensation for attorney Mary Poland's 6 additional cases in the amount of \$168.30 per case for a total of \$1,009.80.

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

\$1,009.80 should be absorbed within the 2012 pre-allocated budget.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY MARY POLAND FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2012

WHEREAS, attorney Mary Poland (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2012 by way of contract, via Resolution 10-541; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 6 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$168.30 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Mary Poland be compensated in the amount of \$168.30 per case for the 6 cases she claimed for 2012 in excess of her contractual case cap for the year, for a total compensation of \$1,009.80.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Attorney Catherine Harkins has elected to relinquish her District Court "monthly compensation" contract in favor of a Superior Court public defense contract that has been awarded to her. Attorney Mark Cano, who previously interviewed with OPD pursuant to a Request for Qualifications process publicized earlier in the year, has been selected as an appropriate replacement for Attorney Harkins. The contract with Attorney Cano has been structured to allow him to be appointed overflow cases in December, 2012 on a per-case basis, and then to start his monthly compensation based appointments on January 1, 2013.

SUMMARY

It is requested that the Board approve and execute the presented District Court public defense contract with attorney Mark Cano

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

No anticipated fiscal impact beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC DEFENSE SERVICES IN DISTRICT COURT WITH ATTORNEY MARK CANO.

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

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, attorney Catherine Harkins, who has, until recently, been subject to a professional services agreement to provide public defense services in Benton County District Court, has elected to relinquish that contract in favor of a Superior Court public defense agreement; and

WHEREAS, pursuant to a Request for Qualifications publicized earlier in the year, attorney Mark Cano was interviewed and his qualifications reviewed; and

WHEREAS, attorney Mark Cano appears to be a capable and suitable District Court public defense contractor for Benton County and further appears to be an appropriate replacement for attorney Harkins;

NOW THEREFORE, BE IT RESOLVED THAT the Benton County District Court public defense contract with Mark Cano, Attorney at Law, designated BCDC1214MC001 with compensation in the amount of \$168.28 per case for cases appointed prior to January 1, 2013 and from January 1, 2013 through December 31, 2014 monthly compensation shall be \$5,469.75 plus trial per diems and other additional incidental compensation be executed as presented. **BE IT FURTHER RESOLVED** that the presented agreement commence effective December 1, 2012 and expire on December 31, 2014.

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**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1214MC001**

THIS AGREEMENT is entered into by and between Mark Cano, attorney at law, Washington State Bar Association # 45276 ("Attorney") dba Harkins & Swinburnson, PLLC; and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

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

2. ATTORNEY'S OFFICE LOCATION.

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 515 N Neel St, Ste 109 Attorney's current local office telephone and fax numbers are (509) 737-8308 and (509) 737-8352 respectively; and Attorney's current office/work e-mail address is Mark@harkswin-law.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s)

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton and Franklin Counties jointly contract with a number of investigators to provide legally mandated public defense investigation services to indigent persons charged with felonies in Benton or Franklin County Superior Court. Investigator Mario Torres is one of those investigators. The current contract with Mario Torres expires on December 31, 2012. The proposed contract is a renewal contract with an expiration date of December 31, 2014 to coincide with the end of the Benton County biennial budget. The terms of this new contract are identical to the terms of the contract scheduled to expire on December 31, 2012.

SUMMARY

The current investigative services contract with Mario Torres expires on December 31, 2012. The proposed contract renews Mr. Torres' services for a two year period ending December 31, 2014.

RECOMMENDATION

Execute the presented agreement, designated BFSC1314MT001I whereby Mario Torres will provide indigent defense investigative services on cases in Benton and Franklin County Superior Courts.

ANTICIPATED FISCAL IMPACT

None. This contract replaces one that will expires on December 31, 2012, and does not involve the expenditure of additional funds other than what has already been budgeted for Superior Court indigent defense.

RESOLUTION

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

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

**IN THE MATTER OF EXECUTING A CONTRACT BETWEEN THE COUNTIES OF BENTON
AND FRANKLIN, AND INVESTIGATOR MARIO TORRES FOR PROFESSIONAL PUBLIC
DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH FELONY
OFFENSES IN BENTON AND FRANKLIN COUNTIES**

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton & Franklin Counties are each obligated by law to provide investigative services as reasonable and necessary to assist indigent defendants in defending their felony matters in Benton & Franklin County Superior Courts; and

WHEREAS, Benton & Franklin Counties have found it to be effective and efficient to jointly utilize the services of a group of investigators who are intended to provide such investigative services on cases in both counties; and

WHEREAS, currently, by way of an agreement (#BFSC1212MT002I, executed via Resolution #2011-448) that expires on December 31, 2012, investigator Mario Torres is one of the investigators who provide such investigative services to Benton & Franklin Counties; and

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Mario Torres, designated BFSC1314MT001I, with a starting date of January 1, 2013, be executed as presented. Compensation shall be provided in accordance with Exhibit B attached hereto. Be it further resolved that the Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
AND FRANKLIN COUNTIES SUPERIOR COURTS
BCSC1314MT001I**

THIS AGREEMENT is entered into by and between **Mario Torres**, investigator, Washington State Investigator's License #1880 ("Investigator") dba **Casey Investigations**, and **THE COUNTIES OF BENTON AND FRANKLIN**, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2013**, and shall continue thereafter through and including the **31st day of December, 2014**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at **1360 Westgate Way, Richland, WA 99352**. Investigator's current local office telephone and fax numbers are **(509) 943-4543** and **(866)858-1909** respectively; and Investigator's current office/work e-mail address is **caseyinvestigations@searchinfo.us**.

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton and Franklin Counties jointly contract with a number of investigators to provide legally mandated public defense investigation services to indigent persons charged with felonies in Benton or Franklin County Superior Court. Investigator Mark Almquist is one of those investigators. The current contract with Mark Almquist expires on December 31, 2012. The proposed contract is a renewal contract with an expiration date of December 31, 2014 to coincide with the end of the Benton County biennial budget. The terms of this new contract are identical to the terms of the contract scheduled to expire on December 31, 2012.

SUMMARY

The current investigative services contract with Mark Almquist expires on December 31, 2012. The proposed contract renews Mr. Almquist's services for a two year period ending December 31, 2014.

RECOMMENDATION

Execute the presented agreement, designated BFSC1314MTA001I whereby Mark Almquist will provide indigent defense investigative services on cases in Benton and Franklin County Superior Courts.

ANTICIPATED FISCAL IMPACT

None. This contract replaces one that will expires on December 31, 2012, and does not involve the expenditure of additional funds other than what has already been budgeted for Superior Court indigent defense.

RESOLUTION

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

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

IN THE MATTER OF EXECUTING A CONTRACT BETWEEN THE COUNTIES OF BENTON
AND FRANKLIN, AND INVESTIGATOR MARK T ALMQUIST FOR PROFESSIONAL PUBLIC
DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH FELONY
OFFENSES IN BENTON AND FRANKLIN COUNTIES

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal
competitive bidding procedure for professional service contracts (except for architectural, engineering, or
design services), but rather the County may instead evaluate and utilize the procedures it deems best under the
individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, Benton & Franklin Counties are each obligated by law to provide investigative services as
reasonable and necessary to assist indigent defendants in defending their felony matters in Benton & Franklin
County Superior Courts; and

WHEREAS, Benton & Franklin Counties have found it to be effective and efficient to jointly utilize the
services of a group of investigators who are intended to provide such investigative services on cases in both
counties; and

WHEREAS, currently, by way of an agreement (#BFSC1212MTA002I executed via Resolution #2011-450)
that expires on December 31, 2012, investigator Mark T Almquist is one of the investigators who provide such
investigative services to Benton & Franklin Counties; and

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Mark T. Almquist,
designated BFSC1314MTA001I and with a starting date of January 1, 2013, be executed as presented.
Compensation shall be provided in accordance with Exhibit B attached hereto. Be it further resolved that the
Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS
BFSC1314MTA001I**

THIS AGREEMENT is entered into by and between **Mark Almquist**, investigator, Washington State Investigator's License #3073 ("Investigator") dba Columbia Private Investigation and **THE COUNTIES OF BENTON AND FRANKLIN**, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2013**, and shall continue thereafter through and including the **31st day of December, 2014**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at **6855 W Clearwater, Suite A101- 179, Kennewick, WA 99336**. Investigator's current local office telephone and fax numbers are **(509) 366-7268** and **(509)783-9128** respectively; and Investigator's current office/work e-mail address is **Mark@columbia-pi.com**

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton and Franklin Counties jointly contract with a number of investigators to provide legally mandated public defense investigation services to indigent persons charged with felonies in Benton or Franklin County Superior Court. Investigator Jeffrey Porteous is one of those investigators. The current contract with Jeffrey Porteous expires on December 31, 2012. The proposed contract is a renewal contract with an expiration date of December 31, 2014 to coincide with the end of the Benton County biennial budget. The terms of this new contract are identical to the terms of the contract scheduled to expire on December 31, 2012.

SUMMARY

The current investigative services contract with Jeffrey Porteous expires on December 31, 2012. The proposed contract renews Mr. Porteous' services for a two year period ending December 31, 2014.

RECOMMENDATION

Execute the presented agreement, designated BFSC1314JP001I whereby Jeffrey Porteous will provide indigent defense investigative services on cases in Benton and Franklin County Superior Courts.

ANTICIPATED FISCAL IMPACT

None. This contract replaces one that will expires on December 31, 2012, and does not involve the expenditure of additional funds other than what has already been budgeted for Superior Court indigent defense.

RESOLUTION

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

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

IN THE MATTER OF EXECUTING A CONTRACT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN, AND INVESTIGATOR JEFFREY PORTEOUS FOR PROFESSIONAL PUBLIC DEFENSE INVESTIGATIVE SERVICES FOR INDIVIDUALS CHARGED WITH FELONY OFFENSES IN BENTON AND FRANKLIN COUNTIES

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton & Franklin Counties are each obligated by law to provide investigative services as reasonable and necessary to assist indigent defendants in defending their felony matters in Benton & Franklin County Superior Courts; and

WHEREAS, Benton & Franklin Counties have found it to be effective and efficient to jointly utilize the services of a group of investigators who are intended to provide such investigative services on cases in both counties; and

WHEREAS, currently, by way of an agreement (#BFSC1212JP002I executed via Resolution #2011-449) that expires on December 31, 2012, investigator Jeffrey Porteous is one of the investigators who provide such investigative services to Benton & Franklin Counties; and

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Jeffrey Porteous, designated BFSC1314JP001I, and with a starting date of January 1, 2013, be executed as presented. Compensation shall be provided in accordance with Exhibit B attached hereto. Be it further resolved that the Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
AND FRANKLIN COUNTIES SUPERIOR COURTS
BFSC1314JP001I**

THIS AGREEMENT is entered into by and between **Jeffrey Porteous**, investigator, Washington State Investigator's License **#1682** ("Investigator") dba **Working Investigations**, and **THE COUNTIES OF BENTON AND FRANKLIN**, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2013**, and shall continue thereafter through and including the **31st day of December, 2014**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at **PO Box 5872, Kennewick, WA 99336**. Investigator's current local office telephone and fax numbers are **(206) 200-1184** and **(206) 682-2880** respectively; and Investigator's current office/work e-mail address is **workinginvestigations@gmail.com**.

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: December 18, 2012
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

In light of attrition as well as staffing changes necessary for a new Supreme Court rule, the Office of Public Defense has needed to fill five contract public defender positions in its Benton County Superior Court Defense Unit. After a Request for Qualifications ("RFQ") process, it was decided to award contracts to attorneys Ryan Swinburnson, Catherine Harkins, Gary Metro, Shelley Ajax and Karla Kane ("Defenders").

SUMMARY

Request execution of professional services agreements with Defenders for public defense services in Benton County Superior Court.

RECOMMENDATION

Approve proposed resolution, execute professional services agreements with Defenders as presented.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2013-2014.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A SUPERIOR COURT PUBLIC DEFENSE CONTRACT TO SHELLEY AJAX, ATTORNEY AT LAW

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

WHEREAS, per Benton County resolution 2012-508, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton County nevertheless utilized a Request for Qualifications ("RFQ") process, received many applications and interviewed many applicants; and

WHEREAS, after a thorough review of the qualifications of the applicants who responded to the RFQ it was decided that it appears to be in the best interests of Benton County to award a Benton County Superior Court public defense contract to Shelley Ajax; and

NOW THEREFORE, BE IT RESOLVED THAT the Benton County Superior Court public defense contract with Shelley Ajax, Attorney at Law, designated BCSC1314SAA001 with compensation in the amount of \$547.00 per case equivalent in 2012, \$580.00 per case equivalent in 2013 and \$610.00 per case equivalent in 2014 with a maximum case equivalent limit of 140 per year, plus trial per diems and other additional incidental compensation be executed as presented. The presented agreement commences December 1, 2012 and expires on December 31, 2014.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC1314SAA001**

THIS AGREEMENT is entered into by and between **Shelley Ann Ajax** attorney at law, Washington State Bar Association #36227 ("Attorney"), dba **Ajax Law Firm**, and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

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

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **7103 W Clearwater Ave, Suite D, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **(509) 783-3330 and (509) 783-3334** respectively; and Attorney's current office/work e-mail address is **Shelley@ajaxlawfirm.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

In light of attrition as well as staffing changes necessary for a new Supreme Court rule, the Office of Public Defense has needed to fill five contract public defender positions in its Benton County Superior Court Defense Unit. After a Request for Qualifications ("RFQ") process, it was decided to award contracts to attorneys Ryan Swinburnson, Catherine Harkins, Gary Metro, Shelley Ajax and Karla Kane ("Defenders").

SUMMARY

Request execution of professional services agreements with Defenders for public defense services in Benton County Superior Court.

RECOMMENDATION

Approve proposed resolution, execute professional services agreements with Defenders as presented.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2013-2014.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A SUPERIOR COURT PUBLIC DEFENSE CONTRACT TO KARLA KANE, ATTORNEY AT LAW

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

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, Benton County nevertheless utilized a Request for Qualifications ("RFQ") process, received many applications and interviewed many applicants; and

WHEREAS, after a thorough review of the qualifications of the applicants who responded to the RFQ it was decided that it appears to be in the best interests of Benton County to award a Benton County Superior Court public defense contract to Karla Kane; and

NOW THEREFORE, BE IT RESOLVED THAT the Benton County Superior Court public defense contract with Karla Kane, Attorney at Law, designated BCSC1314KVK001 with compensation in the amount of \$547.00 per case equivalent in 2012, \$580.00 per case equivalent in 2013 and \$610.00 per case equivalent in 2014 with a maximum case equivalent limit of 140 per year, plus trial per diems and other additional incidental compensation be executed as presented. The presented agreement commences December 1, 2012 and expires on December 31, 2014.

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**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC1314KVK001**

THIS AGREEMENT is entered into by and between **Karla V Kane** attorney at law, Washington State Bar Association #31930 ("Attorney"), dba **Kane Law, PLLC**, and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **November 21, 2012**, and shall continue thereafter through and including **December 31, 2014**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **621 W Clark St, Pasco, WA 99301**; Attorney's current local office telephone and fax numbers are **(509) 545-4646 and (509) 545-8086** respectively; and Attorney's current office/work e-mail address is **Karla@KaneLawPLLC.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

In light of attrition as well as staffing changes necessary for a new Supreme Court rule, the Office of Public Defense has needed to fill five contract public defender positions in its Benton County Superior Court Defense Unit. After a Request for Qualifications (“RFQ”) process, it was decided to award contracts to attorneys Ryan Swinburnson, Catherine Harkins, Gary Metro, Shelley Ajax and Karla Kane (“Defenders”).

SUMMARY

Request execution of professional services agreements with Defenders for public defense services in Benton County Superior Court.

RECOMMENDATION

Approve proposed resolution, execute professional services agreements with Defenders as presented.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2013-2014.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A SUPERIOR COURT PUBLIC DEFENSE CONTRACT TO JOHN GARY METRO (“Gary Metro”), ATTORNEY AT LAW

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

WHEREAS, per Benton County resolution 2012-677, “...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...”; and

WHEREAS, Benton County nevertheless utilized a Request for Qualifications (“RFQ”) process, received many applications and interviewed many applicants; and

WHEREAS, after a thorough review of the qualifications of the applicants who responded to the RFQ it was decided that it appears to be in the best interests of Benton County to award a Benton County Superior Court public defense contract to Gary Metro; and

NOW THEREFORE, BE IT RESOLVED THAT the Benton County Superior Court public defense contract with Gary Metro, Attorney at Law, designated BCSC1314JGM001 with compensation in the amount of \$547.00 per case equivalent in 2012, \$580.00 per case equivalent in 2013 and \$610.00 per case equivalent in 2014 with a maximum case equivalent limit of 140 per year, plus trial per diems and other additional incidental compensation be executed as presented. The presented agreement commences December 1, 2012 and expires on December 31, 2014.

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**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC1314JGM001**

THIS AGREEMENT is entered into by and between **John Gary Metro** attorney at law, Washington State Bar Association #37919 ("Attorney"), dba **Metro Law Firm**, and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

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

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **7014 W Okanogan PI, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **(509) 619-0790 and (509) 736-1385** respectively; and Attorney's current office/work e-mail address is **GaryMetroLawFirm@gmail.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

In light of attrition as well as staffing changes necessary for a new Supreme Court rule, the Office of Public Defense has needed to fill five contract public defender positions in its Benton County Superior Court Defense Unit. After a Request for Qualifications (“RFQ”) process, it was decided to award contracts to attorneys Ryan Swinburnson, Catherine Harkins, Gary Metro, Shelley Ajax and Karla Kane (“Defenders”).

SUMMARY

Request execution of professional services agreements with Defenders for public defense services in Benton County Superior Court.

RECOMMENDATION

Approve proposed resolution, execute professional services agreements with Defenders as presented.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2013-2014.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A SUPERIOR COURT PUBLIC DEFENSE CONTRACT TO RYAN SWINBURNSON, ATTORNEY AT LAW

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

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, Benton County nevertheless utilized a Request for Qualifications ("RFQ") process, received many applications and interviewed many applicants; and

WHEREAS, after a thorough review of the qualifications of the applicants who responded to the RFQ it was decided that it appears to be in the best interests of Benton County to award a Benton County Superior Court public defense contract to Ryan Swinburnson; and

NOW THEREFORE, BE IT RESOLVED THAT the Benton County Superior Court public defense contract with Ryan Swinburnson, Attorney at Law, designated BCSC1314RMS001 with compensation in the amount of \$547.00 per case equivalent in 2012, \$580.00 per case equivalent in 2013 and \$610.00 per case equivalent in 2014 with a maximum case equivalent limit of 125 per year, plus trial per diems and other additional incidental compensation be executed as presented. The presented agreement commences December 1, 2012 and expires on December 31, 2014.

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**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC1314RMS001**

THIS AGREEMENT is entered into by and between **Ryan M Swinburnson**, attorney at law, Washington State Bar Association #30227 ("Attorney"), dba Harkins & Swinburnson, PLLC and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

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

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **515 N Neel St, Suite 109, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **(509) 737-8308** and **(509) 737-8352** respectively; and Attorney's current office/work e-mail address is **Ryan@hark-swin-law.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: December 18, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

In light of attrition as well as staffing changes necessary for a new Supreme Court rule, the Office of Public Defense has needed to fill five contract public defender positions in its Benton County Superior Court Defense Unit. After a Request for Qualifications (“RFQ”) process, it was decided to award contracts to attorneys Ryan Swinburnson, Catherine Harkins, Gary Metro, Shelley Ajax and Karla Kane (“Defenders”).

SUMMARY

Request execution of professional services agreements with Defenders for public defense services in Benton County Superior Court.

RECOMMENDATION

Approve proposed resolution, execute professional services agreements with Defenders as presented.

ANTICIPATED FISCAL IMPACT

None beyond regularly budgeted funds for fiscal biennium 2013-2014.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A SUPERIOR COURT PUBLIC DEFENSE CONTRACT TO CATHERINE HARKINS, ATTORNEY AT LAW

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

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton County nevertheless utilized a Request for Qualifications ("RFQ") process, received many applications and interviewed many applicants; and

WHEREAS, after a thorough review of the qualifications of the applicants who responded to the RFQ it was decided that it appears to be in the best interests of Benton County to award a Benton County Superior Court public defense contract to Catherine Harkins; and

NOW THEREFORE, BE IT RESOLVED THAT the Benton County Superior Court public defense contract with Catherine Harkins, Attorney at Law, designated BCSC1314CEH001 with compensation in the amount of \$547.00 per case equivalent in 2012, \$580.00 per case equivalent in 2013 and \$610.00 per case equivalent in 2014 with a maximum case equivalent limit of 125 per year, plus trial per diems and other additional incidental compensation be executed as presented. The presented agreement commences December 1, 2012 and expires on December 31, 2014.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC1314CEH001**

THIS AGREEMENT is entered into by and between **Catherine Elizabeth Harkins**, attorney at law, Washington State Bar Association #38113 ("Attorney"), dba **Harkins & Swinburnson, PLLC** and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

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

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **515 N Neel St, Ste 109, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **(509) 737-8308** and **(509) 737-8352**, respectively; and Attorney's current office/work e-mail address is **Catherine@hark-swin-law.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE
CURRENT EXPENSE FUND NUMBER 0000101, OFFICE OF PUBLIC DEFENSE
DEPARTMENT 136

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

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File, OPD

D Gerry

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12/18/12 Subject: Employee of the Month Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Approval of Employee of the Month for January 2013.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for January 2013.

FISCAL IMPACT

No fiscal impact.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12/18/12 Subject: Line Item Transfer Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Due to line item budgeting, Bond Insurance requires more funds to pay for additional invoices.

SUMMARY

Same as above.

RECOMMENDATION

Approve line item transfer.

FISCAL IMPACT

No fiscal impact.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN INSURANCE MANAGEMENT FUND NUMBER 0504101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, K. Mercer

Prepared by: Lexi Wingfield

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Insurance Management Dept Nbr: 000
 Fund Name: Insurance Management Fund Nbr: 0504101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.760	4605	Property Insurance	\$1,415	514.760	4607	Bond Insurance	\$1,415
TOTAL			\$1,415	TOTAL			\$1,415

Explanation:

Due to line item budgeting Bond Insurance requires more funds to pay additional invoices.

Prepared by: Lexi Wingfield Date: 10-Dec-2012

Approved Denied Date: _____

Chairman

Member

Member

AGENDA ITEM -----	TYPE OF ACTION NEEDED -----	
Meeting Date: December 18, 2012 Subject: Inter-City Contract Prepared By: B.Perry Reviewed By: M. Wenner	Execute Contract Pass Resolution xxxx Pass Ordinance Pass Motion Other	Consent Agenda ___X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

Benton County has a contract with Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County for 2012 via Resolution 11-797. With the exception of the WSU Coop department, all other departments wish to continue the service Inter-City has provided and wish to enter into a new contract for 2013.

FISCAL IMPACT

No supplement required. Refer to Exhibit B of the contract for the rate sheet.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE LLC A PERSONAL SERVICE CONTRACT FOR PROCESS SERVICE AND DELIVERY OF DOCUMENTS TO ATTORNEYS, BUSINESSES, AND INDIVIDUALS IN BENTON COUNTY

WHEREAS, per resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for services (except for architectural, engineering, or design services) but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services for the highest quality at the lowest cost"; and

WHEREAS, Benton County had a contract with Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County for 2012 via Resolution 11-797; and

WHEREAS, the Risk Manager recommends entering into another contract for 2013; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Risk Manager's recommendation and hereby awards the personal service contract to Inter-City Processing & Messenger Service in an amount not to exceed \$30,000.00; and

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

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

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**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 **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE LLC**, with its principal offices at 518 W. Shoshone, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **Terms and Conditions;**
- b. **Exhibit A, Scope of Work; and**
- c. **Exhibit B, Compensation.**

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 117

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney Dept Nbr: 117
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT
515.220	4103	Professional Services	\$500	515.220	3111	Publications	\$240
				515.220	4908	Licenses and Special Fees	\$260
TOTAL			\$500	TOTAL			\$500

Explanation:

We would like to transfer funds to two underfunded line-items.

Prepared by: Margaret Ault Date: 12/10/2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	12/18/2012	Execute Contract	_____
Subject:	Purchase Agreement on State Contract	Pass Resolution	<u> X </u>
Prepared by:	Margaret Ault	Pass Ordinance	_____
Reviewed by:	Ryan Lukson	Pass Motion	_____
		Other	<u> Sign Purchase Agreement. </u>
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The Child Support Division of the Benton County Prosecutor’s Office’s 60-month lease on the Panasonic DP 6020 Copier expired in 2009 and they are in dire need for a new copier. The Child Support Division looked at three copiers and found that the Sharp MX-M753N copier best suits their needs for a copier. Standard on this copier are 75 page per minute networked black and white high speed workgroup document system with 2000 sheet tandem paper drawer (letter), 2 x 500 sheet paper drawers, 150 sheet duplexing single pass feeder, network printing, network scanning, 80GB hard disk drive, a MX-AMX2 application communication module, and a 100 sheet bypass tray. Added to the base price of \$246.75 is a stapler finisher for \$34.50 a month for a total lease price including tax of \$304.59.

This copier is covered under State Contract #03706 and the attached copier pricing (Exhibit A and B to Attachment 1) with regards to pricing terms, and conditions. Attached for the Board's review is the Purchase Agreement (Attachment 1), which needs to be signed by the Board of County Commissioners and the Current State Contract #03706 (Exhibit A). Ryan Lukson from the Prosecuting Attorney's Office reviewed the Purchase Agreement (Attachment 1) and has reviewed State Contract #03706 (Exhibit A).

SUMMARY

The Child Support Division of the Benton County Prosecutor’s Office signed a lease agreement with Panasonic in 2004. The Board of County Commissioners will need to sign the Purchase Agreement (Attachment 1) and the resolution authorizing the Prosecutor or his designee to sign a 60 month lease with Sharp.

RECOMMENDATION

It is the recommendation that the Board of County Commissioners sign the Purchase Agreement (Attachment 1) and the attached resolution.

FISCAL IMPACT

There will be no financial impact to the County because the State will reimburse the County for the lease of the Sharp MX-M735N Copier.

MOTION

The Board of County Commissioners will need to make a motion to enter into a Contract with Sharp for the leasing of a copier for 60 months to the Benton County Prosecutor’s Office in Prosser, WA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LEASING A MX-M753N COPIER FROM SHARP FOR THE BENTON COUNTY PROSECUTING ATTORNEY'S OFFICE CHILD SUPPORT DIVISION IN KENNEWICK, WASHINGTON

WHEREAS, the Benton County Prosecutor's Office would like to enter into a 60 month lease option with SHARP for the leasing of a **MX-M753N** Copier in 2012, as the current lease expired IN 2009; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Purchase Order (Attachment 1). Attached to the Purchase Agreement (Attachment 1) is a copy of the State Contract #03706 (Exhibit A and B) that outlines Special Terms and Conditions of the State Contract with SHARP MX-M753N Copier and the fees to be charged to the Benton County Prosecutor's Office for the lease of the copier; and

WHEREAS, the monthly maintenance and lease agreement amount will be \$304.59 including all supplies, except paper; and

WHEREAS, the County will be reimbursed by the State of Washington so there will not be a fiscal impact on the County; and

WHEREAS, it is the recommendation of the Benton County Prosecutor's Office that the Board of County Commissioners sign the Purchase Agreement (Attachment 1); **NOW THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners is authorized to sign the Purchase Agreement (Attachment 1).

Dated this day of , 2012

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

LEASE AGREEMENT

Benton County, Washington

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

COUNTY RESOLUTION No. _____
This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: COPIERS NORTHWEST
VENDOR CODE:
VENDOR CONTACT: BRIAN FORTNEY
VENDOR CONTACT PHONE: 509-735-9795
VENDOR PRINCIPAL PLACE OF BUSINESS: 7103 W. CLEARWATER AVE. SUITE G KENNEWICK, WA 99336
TYPE OF LEASE: 60 month operating copier lease per WA State Contract #03706.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to lease the following office equipment to Benton County under the terms described.

SHIP TO:
Benton County Prosecutor
7122 West Okanogan Pl. Bldg. A
Kennewick, WA 99336

BILL TO:
Benton County Prosecutor
Attn: Child Support Div.
7122 W. Okanogan Pl.
Bldg. A
Kennewick, WA 99336

REMIT TO:
Copiers Northwest
~~7103 West Clearwater, Suite G, Kennewick, WA 99336~~
601 Dexter N. Seattle, WA 98108

P.O. DATE: 12/11/2012
Delivery Date: 12/18/2012

Line	Model	Description	Months	Unit Price	Total Price
1	SHARP MX-M753N COPIER	Lease of SHARP Copier Model #MX-M753N Per Washington State Contract #03706 with: Staple Finisher (MX-FN15) = \$34.50 per month Cost per B/W Copy= \$0.0042	60	\$281.25	\$16,875
		Sales Tax on 60 month lease (8.3%)		\$23.34	\$1400.40
		Total Monthly Lease		\$304.59	

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter.	8.3% SALES TAX =	See above
	TOTAL ORDER =	\$18,275.40

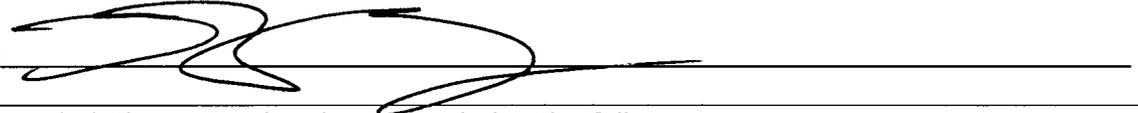
<p>This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A), including the copier pricing set forth in Exhibit B.</p> <p>Vendor's signature on this Lease Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.</p>	<p>QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:</p> <p>Contact: Margaret Ault or Nancy Maynard</p> <p>Title: Benton County Prosecutor's Office</p> <p>Address: 7122 West Okanogan Pl. Bldg. A Kennewick, WA 99336</p>
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In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03706
2. This Purchase Agreement.

Phone: (509) 735-3591

Fax: (509) 736-3066

Approved as to Form
(Civil Deputy Prosecutor)



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): JOHN HINES Title: CFO Date: 12/03/12

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZATION OF A LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS FOR FEDERAL SURFACE TRANSPORTATION PROJECT FUNDS FOR THE RECONSTRUCTION OF TRAVIS ROAD - SELLARDS ROAD TO HENSON ROAD; CE 1773 CRP

WHEREAS, it is the intention of Board of County Commissioners to have Travis Road reconstructed from Sellards Road to Henson Road; and

WHEREAS, Benton County has received Surface Transportation Program funds in the amount of \$1,060,200, with Benton County matching funds in the amount of \$740,000; and

WHEREAS, a Local Agency Federal Aid Project Prospectus has been prepared for this project; **NOW THEREFORE**,

BE IT RESOLVED that the Chairman is hereby authorized to sign the Local Agency Federal Aid Project Prospectus for Federal Surface Transportation Project Funds for the construction of Travis Road – Sellards Road to Henson Road, CE 1773 CRP.

Dated this 18th day of December, 2012.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

Orig.: Public Works

Bryan Thorp

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: AWARDING CE 1965 ERR - CRUSHING AND STOCKPILING 2013 CONTRACT TO DEATLEY CRUSHING COMPANY

WHEREAS, by resolution dated October 23, 2012, the County Engineer was authorized to schedule a bid call for CE 1965 ERR - CRUSHING AND STOCKPILING 2013; and

WHEREAS, the bids were received and opened on December 4, 2012; and

WHEREAS, four bids were received in the amounts below and are as set forth on the attached tabulation

DeATLEY CRUSHING COMPANY Lewiston, Idaho 83501	\$372,100.00
SEUBERT EXCAVATORS Cottonwood, Idaho 83522	\$444,700.00
JACK ROBINSON & SONS, INC. Bend, Oregon 97708	\$458,450.00
WOOD'S CRUSHING & HAULING, INC. Sandpoint, Idaho 83864	\$492,100.00

and

WHEREAS, the County Engineer recommends award of the bid to DeAtley Crushing Company, Lewiston, Idaho – DEATLCC013L3; NOW, THEREFORE,

BE IT RESOLVED that the contract for CE 1965 ERR - CRUSHING AND STOCKPILING 2013, be awarded to DeAtley Crushing Company, Lewiston, Idaho, in the amount of \$372,100.00 with the total amount not to exceed \$410,000.00.

Dated this 18th day of December, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY E. R. & R. FUNDS RE: TRANSFER OF FUNDS
WITHIN THE COUNTY E. R. & R. FUND 0501-101

BE IT RESOLVED by the Board of Benton County Commissioners that
funds be transferred between line items as defined in Exhibit A
attached hereto.

Dated this 18th day of December, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

L. Moser

Transferring \$307,539.00 from Vehicle Maintenance Function Line Item 548.610.4930 (Advanced Expenditures) to 548.280.3400 (Items Purchased for Resale) \$307,539.00.

There is no adverse impact on the ER&R fund budget.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN
THE COUNTY SOLID WASTE COLLECTION FUND 0155-101

BE IT RESOLVED by the Board of Benton County Commissioners that
funds be transferred between line items as defined in Exhibit A
attached hereto.

Dated this 18th day of December, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

L. Moser

- (1) Transferring \$52,500.00 from various line items in Waste Management Function 537.100 to line item 537.100.4103 (Professional Services) to allow for the payment of professional services from Waste Management Funds.
- (2) Transferring \$1,600.00 from Waste Management Function 537.100.4100 Professional Services to Coordinated Prevention Grant Function 537.130.4103 (Professional Services) to allow payment of professional services from Grant Funds.

There is no adverse affect on the Functions of the SOLID WASTE COLLECTION Fund.

BENTON COUNTY
20011 - 2012 BUDGET

DEPARTMENT NO.: 000
FUND NO.: 0155-101

DEPARTMENT: SOLID WASTE
FUND NAME: SOLID WASTE COLLECTION

TRANSFER TO:

ITEM NO	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
1	537-100	3106	Operating Supplies	\$5,000.00	537-100	4103	Professional Services	\$5,000.00
2	537-100	3201	Vehicle Fuel	\$3,500.00	537-100	4103	Professional Services	\$3,500.00
3	537-100	4100	Professional Services	\$35,000.00	537-100	4103	Professional Services	\$35,000.00
4	537-100	4301	Travel	\$2,000.00	537-100	4103	Professional Services	\$2,000.00
5	537-100	4303	Lodging	\$2,000.00	537-100	4103	Professional Services	\$2,000.00
6	537-100	4304	Registration Fees	\$3,000.00	537-100	4103	Professional Services	\$3,000.00
7	537-100	4901	Association Dues	\$2,000.00	537-100	4103	Professional Services	\$2,000.00
8	537-100	4100	Professional Services	\$1,600.00	537-130	4103	Professional Services	\$1,600.00

\$54,100.00

\$54,100.00

Explanation: Transferring funds from various lines items to various line items as a year-end adjustment to the Solid Waste budget.

Prepared by:  _____
Larry J. Moser, Financial Administration

Date: _____ December 11, 2012 _____

Approved:

Denied:

Date: _____ December 18, 2012 _____

_____ Chairman of the Board

_____ Chairman Pro-tem

_____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>Dec. 18, 2012</u>	Execute Amendment	<u>X</u>	Consent Agenda	<u>X</u>
Subject: <u>Second Amendment to</u>	Pass Resolution	<u>X</u>	Public Hearing	_____
<u>Service Contract for HHW Collection</u>	Pass Ordinance	_____	1st Discussion	_____
Prepared by: dlh	Pass Motion	_____	2nd Discussion	_____
Reviewed by: SWB	Other	_____	Other	_____

BACKGROUND INFORMATION

By Resolution 11-245 dated April 11, 2011, the Board of Benton County Commissioners entered into a Professional Service Contract with BURLINGTON ENVIRONMENTAL, LLC, a subsidiary of PSC Environmental Services, LLC, to provide for Collection and Transport of Household Hazardous Waste (HHW) for a contract amount not to exceed \$120,000.00. Due to the overwhelming response to a collection event held October 15, 2011 in Kennewick, and the increased amounts of HHW collected and transported, the attached first amendment was approved by Resolution 11-779 dated Dec. 6, 2011, increasing the original contract amount to an amount not to exceed \$122,000 for each year of the contract. In addition, the first amendment also extended the contract an additional 12 months. The collection events for 2012 exceeded the contract amount by approximately \$45,000.00 necessitating a contract increase not to exceed \$167,000.00.

SUMMARY

The second amendment to the Professional Service Contract for HHW collection increases the maximum amount payable under the contract to \$167,000.00 for 2012.

RECOMMENDATION

Approve the Second Amendment to the Professional Service Contract with BURLINGTON ENVIRONMENTAL, LLC, a subsidiary of PSC Environmental Services, LLC, to provide for Collection and Transport of Household Hazardous Waste.

FISCAL IMPACT

Cost to the County is \$2,137.50. This will be paid out of the Garbage Excise Fee.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE SECOND PROFESSIONAL SERVICE CONTRACT AMENDMENT BETWEEN BURLINGTON ENVIRONMENTAL, LLC, a subsidiary of PSC Environmental Services, LLC, AND BENTON COUNTY FOR COLLECTION AND TRANSPORT OF HOUSEHOLD HAZARDOUS WASTE FROM BENTON COUNTY

WHEREAS, per Resolution 11-245 dated April 11, 2011, the Board of Benton County Commissioners entered into a Professional Service Contract to provide for Collection and Transport of Household Hazardous Waste (HHW) for a contract amount not to exceed \$120,000.00; and

WHEREAS, per Resolution 11-779, the First Service Contract Amendment extended the contract time through December 31, 2012, and increased the contract amount not to exceed \$122,000 each year it was in place; and

WHEREAS, the attached second amendment is necessary due to the overwhelming response to a collection events held in April and October 2012 in Kennewick and the increased amounts of HHW collected and transported; increasing the contract amount for 2012 to an amount not to exceed \$167,000; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the second amendment increasing the contract amount for 2012 to an amount not to exceed \$167,000; and

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the second contract amendment attached hereto.

Dated this 18th day of December, 2012.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

SECOND PROFESSIONAL SERVICE CONTRACT AMENDMENT

THIS CONTRACT made and entered into this _____ day of _____ 20__ by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **BURLINGTON ENVIRONMENTAL, LLC**, a subsidiary of **PSC ENVIRONMENTAL SERVICES, LLC**, a professional Washington corporation with its principal office at 18000 72nd Ave., S., Suite 217, Kent, WA 98032 (hereinafter "CONTRACTOR").

The parties entered into a Professional Service Contract dated April 11, 2011 (the "CONTRACT") to provide Collection and Transport of Household Hazardous Waste (HHW) for a contract amount not to exceed \$120,000.00; and

An Amendment to the Contract was approved on December 6, 2011 to extend the Contract to December 31, 2012, and to increase the contract amount not to exceed \$122,000 per year, and

Whereas, this second amendment; which is necessary due to overwhelming response to collection events held April and October 2012 in Kennewick and the increased amounts of HHW collected and transported, which resulted in a total exceeding the increased contract amount for 2012 by almost \$45,000; increases the 2012 contract amount to an amount not to exceed \$167,000;

The parties agree that all provisions of their amended agreement remain in effect except for the following amendments:

5. COMPENSATION the existing paragraph (b.) shall be amended and replaced in its entirety with the following:

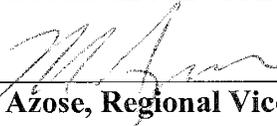
The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$122,000 for 2011 and \$167,000 for 2012.

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

BENTON COUNTY

BURLINGTON ENVIRONMENTAL, LLC, a subsidiary of PSC Environmental Services, LLC

_____, Chairman
Board of County Commissioners



Mo Azose, Regional Vice President

Date: _____

Date: 11-26-12

Approved as to Form:



Deputy Prosecuting Attorney

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: BENTON COUNTY 2013 ANNUAL ROAD PROGRAM

WHEREAS, the Board adopted the 2013 - 2018 Comprehensive Six-Year Road Program on October 9, 2012 per resolution 2012-592; and

WHEREAS, a copy of the proposed 2013 Annual Road Program was presented to the Board on October 2, 2012 for Board review in conjunction with the development of 2013-2014 budgets; and

WHEREAS, the Benton County Engineer recommends adoption of the One-Year Road Program for 2013, it appearing to be in the best public interest; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED, by the Board of Benton County Commissioners, that the 2013 Annual Road Program, a copy of which is attached, is hereby adopted.

Dated this 18th day of December, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of
County Commissioners of
Benton County, Washington

Orig.: Public Works ..

S. Becken

2013 Benton County Road Program

Approved by the

Board of County Commissioners

On

December 18, 2012

James R. Beaver, Chairman

Shon Small, Pro-Tem

Leo M. Bowman, Member

2013
ROAD PROGRAM
Estimated Revenues

9:00 AM 11/28/12

B.A.R.S.#		COUNTY	STATE	FEDERAL	OTHER	
291.74.0001	Fund Balance January 1, 2013	1,631,893	0	0	0	1,631,893
311.10.0000	Road Levy 2013 (Prior to \$522,520 Diversion to Traffic Law Enforcemnt)	5,824,717	0	0	0	5,824,717
311.12.0001	Administrative Refund	4,000	0	0	0	4,000
317.20.0001	Leasehold	0	75,000	0	0	75,000
321.91.2100	Franchise Fees	4,000	0	0	0	4,000
322.90.0002	Trail Access Permits	200	0	0	0	200
336.00.8901	Gas Tax (County Apportionment)	0	2,988,114	0	0	2,988,114
341.43.0005	Personnel Admin Services by Co Road	150,000	0	0	0	150,000
341.70.0002	Sale of Maps	50	0	0	0	50
341.81.0001	Sale of Prints	12,500	0	0	0	12,500
341.82.0001	Road & Engineering Services	0	0	0	1,000	1,000
344.10.9000	Road Maintenance Services	25,000	0	0	0	25,000
344.10.9002	Road Construction & Engr Services	0	0	0	1,700,000	1,700,000
344.10.0501	Various Road Repairs	5,000	0	0	0	5,000
344.27.0502	Private Road Signs	300	0	0	0	300
344.20.0501	Sale of Aggregate Materials	5,000	0	0	0	5,000
344.19.0501-2	Plat Road/Access Road/Encroachment Review	5,250	0	0	0	5,250
344.19.0503-4	Road Vacations / Affidavits of Correction	1,300	0	0	0	1,300
344.27.0504	Tourist Information Signs	300	0	0	0	300
361.11.0001	Interest	5,000	0	0	0	5,000
362.50.0001	Equipment & Vehicle Rentals	200	0	0	0	200
362.90.0501-2	Other Rents-Road/Easement Rent	200	0	0	0	200
367.00-0001	Contributions / Donations	15,000	0	0	0	15,000
369.10.0501	Sale of Salvage - Road	500	0	0	0	500
369.40.0501	Judgements and Settlements	500	0	0	0	500
369.90.0001	Miscellaneous Revenues	5,000	0	0	0	5,000
369.90.0502	Miscellaneous Revenues (REA Capital Payment)	750	0	0	0	750
386.70.0501	Sales Tax Collection	1,500	0	0	0	1,500
395.10.0002	Sale of Fixed Assets - Equipment	250	0	0	0	250
395.10.0501	Sale of Fixed Assets - Road	250	0	0	0	250
397.10.0000	Operating Transfers-In to Road Fund					
.1102	CRIMP Fund	0	0	0	1,101,059	1,101,059
.0103	Flood Control Fund	0	0	0	60,794	60,794
.0114	Paths & Trails Reserve Fund	0	0	0	93,881	93,881
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	7,698,660	3,063,114	0	2,956,734	13,718,508
GRANT / MATCHING FUNDS						
333.20.2501	Federal: STP/U Urban	0	0	0	0	0
333.20.2502	STP/R Rural	0	0	1,060,000	0	1,060,000
333.20.2503	BRAC, BRRP Bridge	0	0	0	0	0
333.20.2504	STP/S Safety (HES)	0	0	825,000	0	825,000
333.20.2505	R-HCP Railroad (RRP)	0	0	9,000	0	9,000
333.20.2506	ER Emergency Relief Program	0	0	0	0	0
333.20.2507	STP/E Enhancement (TEP)	0	0	0	0	0
333.20.2508	Rural Economic Vitality (REV) Program	0	0	0	0	0
333.20.2509	Rural 2-Lane Road Safety Improvements	0	0	0	0	0
333.20.2510	Demonstration Projects (HPP)	0	0	0	0	0
333.11.3070	DOC Economic Development Admin (EDA)	0	0	0	0	0
334.03.6100	Freight Mobility Strategic Investment Board (FMSIB)	0	109,000	0	0	109,000
334.03.7100	Rural Arterial Program	0	765,000	0	0	765,000
334.03.7200	CAPP (Arterial Preservation)	0	475,312	0	0	475,312
334.03.8501	Transportation Improvement Board AIP/TPP Grants	0	465,000	0	0	465,000
	Subtotal	0	1,814,312	1,894,000	0	3,708,312
	GRAND TOTAL	7,698,660	4,877,426	1,894,000	2,956,734	17,426,820

**2013
ROAD PROGRAM
Estimated Expenditures**

9:00 AM

						11/28/12	
		COUNTY Road Fund	(CAPP 475k, FMSIB 109k, RAP 765k, TIB 465k) STATE	(BRAC,BRRP, HES, R-HCP, REV, STPR, HPP, STPU, TEP) FEDERAL	(Flood Control 60.794k, Paths & Trails 93.881k, CRIMP 580k, Developer ReimbtL18k) OTHER	TOTAL	
	Traffic Law Enforcement (Diversion of County Road Funds)	522,520	0	0	0	522,520	
541.00	Preservation	1,024,688	475,312	0	0	1,500,000	
542.00	Maintenance	3,946,470	0	0	0	3,946,470	
543.00	Administration	1,056,475	0	0	0	1,056,475	
544.00	Operations	561,705	0	0	0	561,705	
586.00	Agency Disbursements to WS Dept of Revenue	1,500	0	0	0	1,500	
588.00	Intergovernmental (Purchase grant funds from other governmental entities)	225,000	0	0	0	225,000	
591.950.7800	Redemption of Long-Term Debt (PWTF Loan SR397)	198,000	0	0	0	198,000	
592.950.8300	Interest and Other Debt Service Costs (PWTF Loan SR397)	12,000	0	0	0	12,000	
	Subtotal	7,548,358	475,312	0	0	8,023,670	
\$ Source	595.00 Construction: County Funded Projects						
Road	Bert James Road: Sellards to SR221	5,000	0	0	0	5,000	
Road	Paved Road Upgrades	10,000	0	0	0	10,000	
Road	Gravel Road Paving Projects	10,000	0	0	0	10,000	
Road	B C Run-Off Road & Intersection Safety Project	450,000	0	825,000	100,000	1,375,000	
Paths & Trails	Paths and Trails: Countywide	0	0	0	10,000	10,000	
Road	Safety Program	50,000	0	0	0	50,000	
Road	Railroad Crossings	1,000	0	9,000	0	10,000	
Road	Emergent Projects	200,000	0	0	0	200,000	
Road	Plat Road Review and Engineering	2,000	0	0	18,000	20,000	
Road / Reimb	CRID 21: Antinori Rd: Sunset to Col Solare Winery	0	0	0	1,700,000	1,700,000	
Road / Reimb	CRID 23: Willamette Heights	0	0	0	2,100,000	2,100,000	
Road	Olympia Street: SR 397 to Kennewick City Limits	118,000	0	0	0	118,000	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
	Subtotal	846,000	0	834,000	3,928,000	5,608,000	
\$ Source	595.00 Construction: Partnership / Grant Funded Projects						
Road / CRIMP / TIB	Piert Road: SR 397 to Bowles (Phase 3b)	176,000	574,000	0	0	750,000	
Road / RAP	Nine Canyon Rd: Mills to CR 397	40,000	360,000	0	0	400,000	
Road / RAP	Nine Canyon Rd: Beck to Mills	40,000	360,000	0	0	400,000	
Road / RAP	Nine Canyon Rd: Coffin to Beck	5,000	45,000	0	0	50,000	
Road / RAP	Sellards Rd: 2 miles East of SR 221 to Travis	5,000	0	0	0	5,000	
Road / RAP	Sellards Rd: SR 221 to 2 miles East of SR 221	5,000	0	0	0	5,000	
Road / CRIMP / STPR	Travis Road: Sellards to Henson	260,000	0	1,060,000	480,000	1,800,000	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
	Subtotal	531,000	1,339,000	1,060,000	480,000	3,410,000	
519.00 Reimbursable							
519.71	Federal	700	0	0	0	700	
519.72	State	1,150	0	0	0	1,150	
519.73	County	21,300	0	0	0	21,300	
519.74	City	200,250	0	0	0	200,250	
519.75	Other Governmental	43,550	0	0	0	43,550	
519.76	Other Funds	104,600	0	0	0	104,600	
519.77	Non-Governmental	13,600	0	0	0	13,600	
	Subtotal	385,150	0	0	0	385,150	
TOTAL EXPENDITURES		9,310,508	1,814,312	1,894,000	4,408,000	17,426,820	

2013 PUBLIC WORKS ROAD FUND PURCHASES

<u>ROAD FUND #0101-101</u>			08/30/12
<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>REPLACEMENT YES/NO</u>
1	AutoCAD Civil 3D and 2 year Subscription	\$6,600	Yes
1	Upgrade AutoCAD to Civil 3D and 2 year Subscription	\$3,800	Yes
5	AutoCAD Civil 3D 2 year Subscriptions	\$7,100	Yes
2	Geomeia Subscription	\$1,700	Yes
1	Scanner for plan sheets - mylars	\$15,000	No
Total Road Fund #0101-101		\$34,200	

2013 EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

08/30/12

**REPLACEMENT
YES/NO**

QTY

COST

A. GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT

1	Beavertail trailer	\$10,000	Yes
1	Rubber tired Excavator	\$265,000	Yes
1	Truck Tractor	\$150,000	Yes
1	Truck with 4000 gallon Water Tank	\$165,000	Yes
2	Loader-Backhoes	\$240,000	Yes
2	Self Propelled Broom	\$90,000	Yes
1	Frontend Loader	\$165,000	Yes
3	Pickup 3/4Ton Ext Cab 4x4	\$84,000	Yes
1	Pickup 1/2Ton Ext Cab 4x4	\$25,000	Yes
1	3-Axle Tilt Trailer for equipment	\$20,000	No
1	Propane Pump for existing tank at Prosser Shop	\$5,000	No
N/A	Grader Blade Cutting Bits (Steel)	\$20,000	Supply
N/A	Snowplow Blade Cutting Bits (Carbide)	\$10,000	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$60,000	Supply
N/A	Shop Fabrication (Steel)	\$4,000	Supply
N/A	Tire Chain Parts	\$4,000	Supply
N/A	Small Shop Equipment & Tools	\$6,100	
Total		\$1,323,100	

E R & R VEHICLES FOR OTHER DEPARTMENTS

	\$0	Yes
	\$0	Yes
Total	\$0	

B. OFFICE EQUIPMENT

1	Lab & Testing Equipment (for Eng'r Lab Trailer)	\$3,500	Yes
3	Computers	\$12,500	Yes
4	Flat Panel Computer Monitors (20" Monitors)	\$1,600	Yes
N/A	Office Equipment and Furnishings	\$4,000	Yes
Total		\$21,600	

C. FACILITIES

General Building Maintenance & Repairs	\$35,000	
Construct new maintenance Facility - Kennewick	\$2,000,000	
Total	\$2,035,000	

D. INVENTORY

Aggregate Purchase (Crushing & Stockpiling at C. Moore R-185)	\$250,000	
Traffic Signs, Sign Materials, & Melt Down Materials	\$81,000	
Bulk Diesel Fuel	\$200,000	
Liquid De-icer (Magnesium Chloride)	\$10,000	
Total	\$541,000	

Grand Total **\$3,920,700**

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDMENT NUMBER 2 TO THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES INTERGOVERNMENTAL AGREEMENT NUMBER 2010-WPC-023 FOR STATE PURCHASING COOPERATIVE

WHEREAS, pursuant to Chapter 39.34 RCW Benton County and the State of Washington, Department of Enterprise Services (DES) have entered into an Intergovernmental Agreement for the purpose of governmental purchasing activity; and

WHEREAS, an Amendment Number 2 has been prepared that will extend the current agreement allowing Benton County to use the State contract system through June 30, 2013; and

WHEREAS, a Deputy Prosecuting Attorney has reviewed and approved as to form Amendment Number 2 to the Intergovernmental Agreement; and

WHEREAS, the Public Works Manager and Deputy County Administrator have reviewed and recommend approval of Amendment Number 2 to the Intergovernmental Agreement; **NOW, THEREFORE,**

BE IT RESOLVED that Amendment Number 2 to the Intergovernmental Agreement Number 2010-WPC-023 for State Purchasing Cooperative extending the Agreement for an additional six months through June 30, 2013 at a six month membership fee of \$2,000.00 be and hereby is approved and the Chairman is authorized to sign said Amendment Number 2 on behalf of Benton County; and

BE IT FURTHER RESOLVED that the membership fee be shared equally between Current Expense and Public Works.

Dated this 18th day of December, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Orig.: Public Works
cc: Auditor, Commissioners

L. Moser

**ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 2**

to

**State of Washington Department of Enterprise Services
Intergovernmental Agreement Number 2010-WPC-023**

for

**Master Contracts, Consulting and Oversight
State Purchasing Cooperative**

This Amendment Number 2 to Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 is made and entered by and between the State of Washington Department of Enterprise Services, hereinafter referred to as "DES", and Benton County, hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to extend the Intergovernmental Agreement between DES and COOPERATIVE MEMBER.

The Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended six (6) months through **June 30, 2013**.

17) PAYMENT and NOTICES:

COOPERATIVE MEMBER six month fee is **\$2,000.00**.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have read this Amendment Number 2 to Intergovernmental Agreement 2010-WPC-023 in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

Approved
Department of Enterprise Services

Approved
Benton County

SIGNATURE

SIGNATURE

Chris Cantrell

PRINT OR TYPE NAME

DATE

JAMES R. BEAVER

PRINT OR TYPE NAME

12/18/12

DATE

Coop Program Coordinator

TITLE

Chairman, Board of County Commissioners

TITLE

APPROVED AS TO FORM:

Deputy Presecuting Attorney

Date: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND COLUMBIA IRRIGATION DISTRICT

WHEREAS, per Resolution 10-717, Benton County and Columbia Irrigation District (CID) entered into an Interlocal Cooperative Agreement allowing CID to obtain quarry rock from Owens Quarry R-87; and

WHEREAS, the parties wish to amend Section 4 Duration of Agreement – Termination to the following:

This agreement shall remain in force until December 31, 2013. By mutual agreement, this agreement may be extended one more time to December 31, 2014. To extend the agreement, both parties must sign an addendum to the original agreement acknowledging any changes to the original agreement and the new date of termination. Either party may terminate the agreement by serving written notice of termination on the other party sixty days (60) prior to the date of termination.

WHEREAS, an Amendment to the Interlocal Cooperative Agreement has been prepared and approved by Columbia Irrigation District and approved as to form by the Prosecuting Attorney's Office; and

WHEREAS, the Public Works Manager recommends approving said Amendment; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Interlocal Cooperative Purchasing Agreement Amendment between Benton County and Columbia Irrigation District attached hereto; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Interlocal Cooperative Purchasing Agreement Amendment.

Dated this 18th day of December, 2012.

Chairman of the Board

Member

Member

Constituting the Board of
Commissioners of Benton County,
Washington.

Attest.....
Clerk of the Board

Orig: Commissioner's Office
cc: Auditor

Prepared by: K. Mercer

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT AMENDMENT

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT AMENDMENT is made and entered into this ____ day of _____, 2012 by and between Benton County, Washington hereinafter called "Benton County" and Columbia Irrigation District hereinafter called "CID".

WHEREAS, per Resolution 10-717 the parties entered into an Interlocal Cooperative Purchasing Agreement for the purposes of allowing CID to obtain quarry rock from Owens Quarry R-87; and

WHEREAS, the parties wish to amend Section 4 Duration Of Agreement - Termination;

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth in the Interlocal Cooperative Purchasing Agreement, the parties agree as follows:

1. The following shall replace Section 4. Duration Of Agreement – Termination:

This agreement shall remain in force until December 31, 2013. By mutual agreement, this agreement may be extended one (1) times until December 31, 2014. To extend the agreement, both parties must sign an addendum to the original agreement acknowledging any changes to the original agreement and the new date of termination. Either party may terminate the agreement by serving written notice of termination on the other party sixty days (60) prior to the date of termination.

2. All other terms and conditions remain the same.

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

Date: _____

Benton County

Chairman

ATTEST:

Clerk of the Board

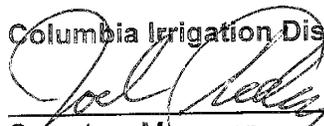
APPROVED AS TO FORM:



Deputy Prosecuting Attorney

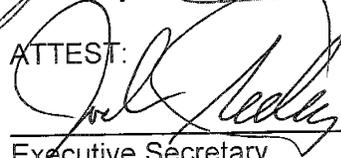
Date: 11.6.2012

Columbia Irrigation District



Secretary Manager

ATTEST:



Executive Secretary

APPROVED AS TO FORM:



Attorney for Columbia Irrigation District

WSBA #14080

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	12/18/12	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	<u>Dept. 118 Line</u>	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
	<u>Item Transfer to</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>comply with</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
	<u>Res 2012-622</u>	Other	<u> </u>	Other	<u> </u>
Prepared by:	<u>J. Thompson</u>				
Reviewed by:	<u>J. Hatcher</u> JH				

BACKGROUND INFORMATION

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

SUMMARY

A line item transfer in the amount of \$1,700 is needed to bring line items current in accordance to resolution 2012-622.

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 ADMINISTRATION DEPARTMENT NUMBER 118.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Sheriff, Auditor, File,

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

Dept. Name: Sheriff Administration Dept. Nbr: 118
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	1925	Overtime	\$ 1,000	521.100	1935	Holiday	\$1,000
521.100	3106	Operating Supplies	700	521.100	3501	Small Item - Equipment	700
TOTAL			\$1,700	TOTAL			\$1,700

Explanation:

1) The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622. 2) The transfer from operating supplies to small item equipment is to fund the purchase of an iPad to be used by the Undersheriff.

Prepared by: Julie Thompson Date: 11-Dec-2012
 Approved Denied Date: _____

 Chairman

 Member

 Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	12/18/12	Execute Contract	<u> x </u>	Consent Agenda	<u> x </u>
Subject:	Dept. 119 Line Item Transfer to comply with Res 2012-622	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
		Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
		Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>
Prepared by:	J. Thompson				
Reviewed by:	R. Plummer <i>JH</i>				

BACKGROUND INFORMATION

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

SUMMARY

A line item transfer in the amount of \$810 is needed to bring line items current in accordance to resolution 2012-622.

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 CLERKS & RECORDS DEPARTMENT NUMBER 119.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Sheriff, Auditor, File,

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	2106	Uniform Laundry	\$ 210	528.800	4906	Print/Bindery	\$810
528.800	3103	Oil & Lubricant	200				
528.800	3106	Operating Supplies	200				
528.800	4201	Postage	200				
TOTAL			\$810	TOTAL			\$810

TRANSFER TO:

Explanation:

The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson Date: 11-Dec-2012
 Approved Denied Date: _____

 Chairman

 Member

 Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	<u>Dept. 120 Line</u>	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
	<u>Item Transfer to</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>comply with</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
	<u>Res 2012-622</u>	Other	<u> </u>	Other	<u> </u>
Prepared by:	<u>J. Thompson</u>				
Reviewed by:	<u>J. Hatcher</u>				

BACKGROUND INFORMATION

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

SUMMARY

A line item transfer in the amount of \$66,128 is needed to bring line items current in accordance to resolution 2012-622.

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 CUSTODY
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Sheriff, Auditor; File,

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	1427	Classification Clerk	\$500	523.200	1423	Custody Officer	\$ 500
523.200	2104	Retirement	50,000	523.200	1933	Salary Attrition	50,000
523.200	3106	Operating Supplies	10,982	523.200	4114	Pre-employment Exams	250
523.200	3135	Maintenance Repair	400	523.200	4131	Security	10,732
523.200	9111	Interfund Professional Services	1,946	523.200	4908	Licenses & Special Fees	400
523.610	1253	Registered Nurse	700	523.200	5119	EDC - 800 MHZ User Fees	1,946
523.900	1925	Overtime	250	523.610	1170	Lead Nurse	700
523.900	4906	Print/Bindery	400	523.900	1935	Holiday	250
523.940	2106	Uniform Laundry	350	523.900	9802	Repair & Maintenance	400
523.940	4802	Vehicle Maintenance	300	523.940	3103	Oil & Lubricant	650
523.960	4802	Vehicle Maintenance	300	523.960	3103	Oil & Lubricant	300
			\$66,128	TOTAL			\$66,128

Explanation:

The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson Date: 11-Dec-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	<u>Dept. 121 Line</u>	Pass Resolution	<u> X </u>	Public Hearing	_____
	<u>Item Transfer to</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>comply with</u>	Pass Motion	_____	2nd Discussion	_____
	<u>Res 2012-622</u>	Other	_____	Other	_____
Prepared by:	<u>J. Thompson</u>				
Reviewed by:	<u>J. Hatcher</u>				

BACKGROUND INFORMATION

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

SUMMARY

A line item transfer in the amount of \$34,475 is needed to bring line items current in accordance to resolution 2012-622.

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 2012 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Sheriff, Auditor; File,

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol Dept Nbr: 121
 Fund Name: Current Expense Fund Nbr: 0000-101
 TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1470	Deputy	3,000	521.210	1458	Deputy	3,000
521.210	1821	Deputy	10,000	521.210	4103	Professional Services	5,000
521.210	2103	Medical Insurance	10,400	521.210	4114	Pre-employment Exams	2,000
521.231	2102	Social Security	1,500	521.210	4509	Rentals	400
521.910	2103	Medical Insurance	600	521.210	4802	Vehicle Maintenance	10,000
521.924	1925	Overtime	1,000	521.210	4813	Repair/Maintenance - Radio	1,000
521.924	2102	Social Security	77	521.210	4906	Print/Bindery	1,000
521.924	4301	Travel	2,770	521.210	4938	Dangerous Dog Appeals	1,000
521.931	3106	Operating Supplies	487	521.231	2103	Medical Insurance	1,500
521.932	3501	Small Item - Equipment	2,391	521.910	1935	Holiday	600
521.940	3501	Small Item - Equipment	2,250	521.924	3106	Operating Supplies	3,847
				521.931	5119	EDC - 800 MHZ User Fees	487
				521.932	3106	Operating Supplies	2,391
				521.940	3106	Operating Supplies	2,250
TOTAL			\$34,475	TOTAL			\$34,475

Explanation:
 The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson Date: 11-Dec-2012
 Approved Denied Date: _____

 Chairman

 Member

 Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	<u>Dept. 125 Line</u>	Pass Resolution	<u> X </u>	Public Hearing	_____
	<u>Item Transfer to</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>comply with</u>	Pass Motion	_____	2nd Discussion	_____
	<u>Res 2012-622</u>	Other	_____	Other	_____
Prepared by:	<u>J. Thompson</u>				
Reviewed by:	<u>J. Hatcher</u>				
	<i>JH</i>				

BACKGROUND INFORMATION

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

SUMMARY

A line item transfer in the amount of \$4,200 is needed to bring line items current in accordance to resolution 2012-622.

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 TRAFFIC CONTROL DEPARTMENT NUMBER 125.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Sheriff, Auditor, File,

J. Thompson

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12/18/12</u>	Execute Contract _____	Consent Agenda <u> X </u>
Subject: <u>Life Safety</u>	Pass Resolution <u> X </u>	Public Hearing _____
<u>Corporation</u>	Pass Ordinance _____	1st Discussion _____
<u>Purchase</u>	Pass Motion _____	2nd Discussion _____
Prepared by: <u>Capt. Vannoy</u>	Other _____	Other _____
Reviewed by: <u>J. Thompson</u>		

JH

BACKGROUND INFORMATION

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

SUMMARY

Per resolution 11-322, the Benton County Sheriff's Office was awarded \$18,525 from the WASPC Meth Grant and there is a need to purchase 6 AVON C-50 Twin Port Medium Gas Mask, 6 AVON Clear Outsert for C-50, 6 AVON 50/53 Series VPU w/ Microphone Assembly, 3 C50/FM53 Filter Mount Plus Tool (pack of 5) and 1 AVON Riot Agent Filter (6 pack) CTF12.

The Benton County Sheriff's Office solicited the following companies to provide a quotes; and

Life Safety Corp. Hillsboro, OR - \$5,084.25 (excluding freight and W.S.S.T.)
 Adamson Police Products, Frederick, CO - \$5,109.00 (excluding freight and W.S.S.T.)
 Safety West, Inc., West Valley City, UT - \$5,592.68 (excluding freight and W.S.S.T.)

The Patrol Captain has reviewed the quotes for completeness and recommends the purchase 6 AVON C-50 Twin Port Medium Gas Mask, 6 AVON Clear Outsert for C-50, 6 AVON 50/53 Series VPU w/ Microphone Assembly, 3 C50/FM53 Filter Mount Plus Tool(pack of 5) and 1 AVON Riot Agent Filter (6 pack) CTF12 from Life Safety Corp.

RECOMMENDATION

Authorize the purchase of 6 AVON C-50 Twin Port Medium Gas Mask, 6 AVON Clear Outsert for C-50, 6 AVON 50/53 Series VPU w/ Microphone Assembly, 3 C50/FM53 Filter Mount Plus Tool (pack of 5) and 1 AVON Riot Agent Filter (6 pack) CTF12 from Life Safety Corp. in the amount of \$5,084.25 excluding freight and W.S.S.T. with the total amount payable not to exceed \$5,510.00 including freight and W.S.S.T.

FISCAL IMPACT

No additional funding is needed. This purchase is funded through the WASPC Meth Grant and is part of Current Expense 0000-101, Department 121 Sheriff Patrol budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF GAS MASKS AND EQUIPMENT BAGS FROM LIFE SAFETY CORPORATION FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, per resolution 11-322, the Benton County Sheriff's Office was awarded \$18,525 from the WASPC Meth Grant; and

WHEREAS, there is a need to purchase 6 AVON C-50 Twin Port Medium Gas Mask, 6 AVON Clear Outsert for C-50, 6 AVON 50/53 Series VPU w/ Microphone Assembly, 3 C50/FM53 Filter Mount Plus Tool(pack of 5) and 1 AVON Riot Agent Filter (6 pack) CTF12; and

WHEREAS, the Benton County Sheriff's Office solicited the following companies to provide a quotes; and

Life Safety Corp. Hillsboro, OR - \$5,084.25 (excluding freight and W.S.S.T.)

Adamson Police Products, Frederick, CO - \$5,109.00 (excluding freight and W.S.S.T.)

Safety West, Inc., West Valley City, UT - \$5,592.68 (excluding freight and W.S.S.T.)

WHEREAS, the Patrol Captain has reviewed the quotes for completeness and recommends the purchase 6 AVON C-50 Twin Port Medium Gas Mask, 6 AVON Clear Outsert for C-50, 6 AVON 50/53 Series VPU w/ Microphone Assembly, 3 C50/FM53 Filter Mount Plus Tool (pack of 5) and 1 AVON Riot Agent Filter (6 pack) CTF12 from Life Safety Corp; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of 6 AVON C-50 Twin Port Medium Gas Mask, 6 AVON Clear Outsert for C-50, 6 AVON 50/53 Series VPU w/ Microphone Assembly, 3 C50/FM53 Filter Mount Plus Tool(pack of 5) and 1 AVON Riot Agent Filter (6 pack) CTF12 from Life Safety Corp. in the amount of \$5,084.25 excluding freight and W.S.S.T. with the total amount payable not to exceed \$5,510.00 including freight and W.S.S.T.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: C. Vannoy

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12/18/12</u>	Execute Contract <u> x </u>	Consent Agenda <u> X </u>
Subject: <u>2013 Olympic Security Extension</u>	Pass Resolution <u> X </u>	Public Hearing <u> </u>
	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: <u>J. Law</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: <u>J. Thompson</u>	Other <u> </u>	Other <u> </u>

JH

BACKGROUND INFORMATION

Per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

SUMMARY

Per Resolutions 10-015, 10-821, 11-354 and 11-815 Benton County entered into a Personal Service Contract with Olympic Security Services, Inc. to provide unarmed security guard services for the Jail Lobby and Justice Center.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends extending the contract with Olympic Security through December 31, 2013.

FISCAL IMPACT

The 2013 contract amount is part of the Current Expense 0000-101 dept. 120 Sheriff Custody. The amount not to exceed shall be \$500,000 (for services in 2010, 2011, 2012 and 2013).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FOURTH AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND OLYMPIC SECURITY SERVICES, INC. FOR UNARMED SECURITY GUARD SERVICES FOR THE JAIL LOBBY AND JUSTICE CENTER LOCATED IN KENNEWICK, WA

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Olympic Security Services, Inc. for unarmed security guard services for the Jail Lobby and Justice Center located in Kennewick, WA for 2010 via Resolution 10-015 not to exceed \$150,000; and

WHEREAS, the parties amended this contract for 2011 via resolution 10-821; during 2011 via Resolution 11-354 not to exceed \$300,000; and for 2012 via Resolution 11-815 not to exceed \$400,000;

WHEREAS, the Sheriff's Office recommends a fourth amendment to the personal service contract for the calendar year 2013; and

WHEREAS, the Sheriff's Office recommends increasing the amount not to exceed to \$500,000.00 for the calendar year 2013; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Sheriff's Office recommendation and approves the fourth amendment to the personal service contract with Olympic Security Services, Inc. in an amount not to exceed \$500,000 for calendar year 2013 attached hereto; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached fourth amendment to the personal service contract; and

BE IT FURTHER RESOLVED, the fourth amended personal services contract expiration date is December 31, 2013.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of
Commissioners of Benton County, Washington

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT, made and entered into this _____ day of _____, 2012 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and Olympic Security Services, Inc., hereinafter called "CONTRACTOR".

WHEREAS, per Resolutions 10-015, 10-821, 11-354, and 11-815 the parties entered into a Contract, and Amendments thereto, for 2010, 2011, and 2012, whereby the CONTRACTOR would provide unarmed security guard services for the Benton County Jail Lobby and Justice Center located in Kennewick, WA; and

WHEREAS, the COUNTY desires to amend the current Contract and extend it through the calendar year of 2013, increase the total amount payable by the COUNTY, and include the new position of "Lead Screener"; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract, and Amendments thereto, shall remain in effect except the below Section 2, Section 5.b. and EXHIBIT B3 which shall be replaced in their entirety with the following:

1. **2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2010 and shall expire on December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. **5. COMPENSATION**

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$500,000.

3. **EXHIBIT B3: COSTS AND PAYMENTS shall be replaced with the attached document EXHIBIT B4: COSTS AND PAYMENTS**

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract Amendment, on the day and year first above written.

Date: _____

Date: 11/15/2012

Benton County

Olympic Security, Inc.

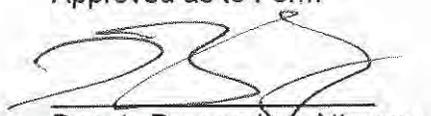
Chairman
Benton County, Commissioner


Signature

MARK VINSON
Print Name and Title

PRESIDENT

Approved as to Form



Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda <u> x </u>
Subject:	<u>Bergstrom</u>	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
	<u>Aircraft</u>	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
	<u>Contract</u>	Pass Motion	<u> </u>	2nd Discussion <u> </u>
Prepared by:	<u>B. White</u>	Other	<u> </u>	Other <u> </u>
Reviewed by:	<u>J. Thompson</u>			

JN

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolutions # 11-318 & 11-709) to provide "as needed" aircraft maintenance, repair, modification, fueling, and pilot supplies for the Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

The amount not to exceed shall remain at \$40,000 and has already been budgeted for 2013-2014.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND BERGSTROM AIRCRAFT, INC. FOR "AS NEEDED" AIRCRAFT MAINTENANCE, REPAIR, MODIFICATION, FUELING, AND PILOT SUPPLIES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Bergstrom Aircraft, Inc. for "as needed" aircraft maintenance repair, modification, fueling, and pilot supplies for 2011 via Resolution 11-318 and 2012 via Resolution 11-709; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Bergstrom Aircraft, Inc. in the amount not to exceed \$40,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract.

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Bergstrom Aircraft, Inc., a for-profit corporation organized under the laws of the State of Washington, with its principal offices at 4102 Stearman Avenue, Tri-Cities Airport, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this contract) only.

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. 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. Aircraft maintenance, repair and modification. Aircraft fueling and pilot supplies.
- 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 ensure that only employees who are FAA certified mechanics or employees that are supervised by FAA certified mechanics perform repairs to the aircraft.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	<u>2013-2014</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
	<u>Agreement with</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>Benton County</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
	<u>Fire District #1</u>	Other	<u> </u>	Other	<u> </u>
Prepared by:	<u>R. Guerrero</u>				
Reviewed by:	<u>J. Thompson</u>				

JN

BACKGROUND INFORMATION

Work Crew #1 has maintained a working contract with Benton County Fire District #1 by utilizing a work crew for civic improvement tasks for the benefit of the community.

SUMMARY

Work Crew #1 provides a service to Benton County fire District #1 by cleaning up the grounds.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends entering into Agreement with Benton County Fire District #1 to provide a work crew(s).

FISCAL IMPACT

None

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND BENTON COUNTY FIRE DISTRICT #1 FOR THE PURPOSE OF HAVING BENTON COUNTY PROVIDE WORK CREW(S) TO BENTON COUNTY FIRE DISTRICT #1

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, 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; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for work crew sentence for persons convicted of crimes and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; and

WHEREAS, Benton County has an Agreement with Benton County Fire District #1 for the purpose of having Benton county provide work crew(s) to Benton county Fire District #1for 2011-2012, via Resolution 11 151; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to Benton County Fire District #1 for calendar years 2013-2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached agreement for the purpose of having Benton County provide work crew(s) to Benton County Fire District #1 and authorizes the Board to sign the attached Agreement between Benton County and Benton County Fire District #1; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**AGREEMENT BETWEEN BENTON COUNTY AND
BENTON COUNTY FIRE DISTRICT #1
FOR THE PROVISION OF WORK CREWS**

This Agreement is entered into by and between Benton County (hereinafter "County") and Benton County Fire District #1 (hereinafter "BCFD #1") for the purpose of having Benton County provide work crew(s) to the BCFD #1 for monetary compensation.

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, 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; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; and

WHEREAS, the Benton County Sheriff's Office recommends entering into an Agreement with Fire District #1 for the purpose of having Benton County provide work crew(s) for calendar years 2013-2014;

NOW, THEREFORE:

The parties mutually agree as follows:

1. Purpose of Agreement:

The purpose of this Agreement is to provide an alternative to incarceration for appropriate non-violent offenders to reduce the demand for jail facilities and provide useful public services at minimal cost.

2. Responsibilities of Benton County:

- a. Benton County, through the Sheriff's Office Bureau of Corrections, will provide transportation and supervision for all work crews unless otherwise agreed by the BCFD #1 and the County.
- b. Inmates must meet all requirements established by the County to be eligible for work crew, including but not limited to, the requirement that the sentencing judge or court

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
Subject:	<u>2013 Contract with Action Towing</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>Lt. Chuck Jones</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>J.Thompson</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

JN

BACKGROUND INFORMATION

Per the Benton County Procurement, Lease, and Contract Policy adopted by Resolution 2012-677, "...the County need not advertise or follow a formal competitive bidding procedure for personal or professional service contract, 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".

SUMMARY

In the matter of awarding the personal service contract to Action Towing for evidentiary vehicle tows and tows of disabled county vehicles.

This contract is equivalent to the one proposed for Mel's Towing. The Sheriff's Office would like to have more than one company on contract, in case some type of problem arises where one company is unavailable for timely service.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends entering into a contract for 2013 with Action Towing for evidentiary vehicle tows and tows of disabled county vehicles.

FISCAL IMPACT

The total payable amount to Mel's in 2013 will not exceed \$20,000 including WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO ACTION AUTO SERVICES LLC. DOING BUSINESS AS ACTION TOWING OF KENNEWICK FOR EVIDENTIARY VEHICLE TOWS AND TOWS OF DISABLED COUNTY VEHICLES

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, in previous years, the Sheriff's Office has contracted with only one company for evidentiary vehicle tows and disabled county vehicle tows; and

WHEREAS, has determined there is a need to have more than one in case a problem arises where one company is unavailable for timely service; and

WHEREAS, the Sheriff's Office recommends entering into a contract for the calendar year 2013;
NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Action Auto Services, LLC doing business as Action Towing of Kennewick in an amount not to exceed \$20,000 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached personal service contract; and

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

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Action Towing of Kennewick

Prepared by: Lt. C. 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 Action Auto Services LLC, doing business as Action Towing of Kennewick, a for-profit corporation organized under the laws of the State of Washington with its principal offices at 1948 N. 4th Avenue, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the terms and conditions contained herein and the following documents:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to tow vehicles on an "as needed" basis. The vehicle tows will consist only of tows of vehicles necessary for evidentiary purposes in an investigation conducted by the Benton County Sheriff's Office, and tows of disabled vehicles belonging to the Benton County Sheriff's Office.
- 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 COUNTY does not guarantee utilization of this

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
Subject:	<u>2013 Contract with Mel's Inner City Towing</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>Lt. Chuck Jones</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>J. Thompson</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

JH

BACKGROUND INFORMATION

Per the Benton County Procurement, Lease, and Contract Policy adopted by Resolution 2012-677, "...the County need not advertise or follow a formal competitive bidding procedure for personal or professional service contract, 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".

SUMMARY

In the matter of awarding the personal service contract to Mel's Inter-city Towing for evidentiary vehicle tows and tows of disabled county vehicles.

The Sheriff's office has used Mel's in the past and would like to enter into a new contract with them for 2013.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends entering into a contract for 2013 with Mel's Towing for evidentiary vehicle tows and tows of disabled county vehicles.

FISCAL IMPACT

The total payable amount to Mel's in 2013 will not exceed \$20,000 including WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO MEL'S INTER CITY COLLISION, INC. DOING BUSINESS MEL'S INTER CITY TOWING FOR EVIDENTIARY VEHICLE TOWS AND TOWS OF DISABLED COUNTY VEHICLES

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Mel's Inter City Collision, Inc. for evidentiary vehicle tows and tows of disabled vehicles belonging to the Benton County Sheriff's Office for 2011 and 2012 via Resolution 11-153; and

WHEREAS, the Sheriff's Office recommends entering into another contract for 2013; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Mel's Inter City Collision, Inc. doing business as Mel's Inter City Towing in an amount not to exceed \$20,000 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached personal service contract; and

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

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: Lt. C. 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 Mel's Inter City Collision Inc., doing business as Mel's Inter City Towing, a for-profit corporation organized under the laws of the State of Washington with its principal offices at 310 N. Dayton 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 the terms and conditions contained herein and the following documents:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to tow vehicles on an "as needed" basis. The vehicle tows will consist only of tows of vehicles necessary for evidentiary purposes in an investigation conducted by the Benton County Sheriff's Office, and tows of disabled vehicles belonging to the Benton County Sheriff's Office.
- 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 COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for services. Actual utilization will be based on availability, proximity of vendor facilities, pricing, or any other factors deemed important to the COUNTY.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/2012</u>	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
Subject:	<u>2013 Contract with NW Marine and Sport</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>Lt. Chuck Jones</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>J. Thompson</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

JH

BACKGROUND INFORMATION

Per the Benton County Procurement, Lease, and Contract Policy adopted by Resolution 2012-677, "...the County need not advertise or follow a formal competitive bidding procedure for personal or professional service contract, 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".

SUMMARY

In the matter of awarding the personal service contract to Northwest Marine and Sport for repair and maintenance of the Benton County Sheriff's Office boat fleet.

The Sheriff's office has used Northwest Marine and Sport in the past and would like to enter into a new contract with them for 2013.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends entering into a contract for 2013 with Northwest Marine and Sport for repair and maintenance of the Benton County Sheriff's Office boat fleet.

FISCAL IMPACT

The total payable amount to Northwest Marine and Sport in 2013 will not exceed \$60,000 including WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO NORTHWEST MARINE AND SPORT, LLC FOR REPAIR AND MAINTENANCE FOR THE BENTON COUNTY SHERIFF'S OFFICE BOAT FLEET

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Northwest Marine and Sport, LLC for repair and maintenance for the Benton County Sheriff's Office boat fleet for 2011 and 2012 via Resolution 11-105; and

WHEREAS, the Sheriff's Office recommends entering into another contract for the calendar year 2013; NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Northwest Marine and Sport, LLC in an amount not to exceed \$60,000 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached personal service contract; and

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

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Northwest Marine & Sport, LLC, with its principal offices at 2250 N. Commercial Ave. Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document)

2. **DURATION OF CONTRACT**

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

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. "As needed" boat repair and maintenance for the Benton County Sheriff's Office boat fleet.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda <u> x </u>
Subject:	<u>Pronto Process Service, Inc. Contract</u>	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
Reviewed by:	<u>J. Hatcher</u>	Pass Motion	<u> </u>	2nd Discussion <u> </u>
		Other	<u> </u>	Other <u> </u>

JH

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolution # 11-278) to provide process service and delivery of legal documents, letters, packages, and materials to businesses throughout the Tri-City area for the Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

The amount not to exceed shall remain at \$1,440 and has already been budgeted for 2013-2014.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND PRONTO PROCESS SERVICE, INC FOR PROCESS SERVICE AND DELIVERY OF LEGAL DOCUMENTS, LETTERS, PACKAGES, AND MATERIALS TO BUSINESSES THROUGHOUT THE TRI-CITY AREA FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Pronto Process Service, Inc. for process service and delivery of legal documents, letters, packages, and materials to businesses throughout the Tri-City area for 2011-2012 via Resolution 11-278; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Pronto Process Service, Inc. in the amount not to exceed \$1,440 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract.

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Pronto Process Service, Inc., a Washington corporation with its principal offices at PO Box 1194, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin **January 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. The Contractor shall pickup and deliver legal documents, letters, packages, and materials from the COUNTY departments for delivery to businesses throughout the Tri-City area.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda <u> x </u>
Subject:	<u>Psychological Consultants, Inc. Contract</u>	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
Reviewed by:	<u>J. Hatcher</u>	Pass Motion	<u> </u>	2nd Discussion <u> </u>
		Other	<u> </u>	Other <u> </u>

JH

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolutions # 10-277 & 11-107) to provide "as needed" psychological evaluations for the Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

The amount not to exceed shall remain at \$15,000 and has already been budgeted for 2013-2014.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND PSYCHOLOGICAL CONSULTANTS, INC FOR "AS NEEDED" PSYCHOLOGICAL EVALUATIONS FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Psychological Consultants, Inc. for "as needed" psychological evaluations for 2011-2012 via Resolution 11-107; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Psychological Consultants, Inc. in the amount not to exceed \$15,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract.

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Psychological Consultants, Inc., a Washington for profit corporation with its principal offices at 2401 Alexander Ave, Richland, WA 99354, (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 **January 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. The Contractor shall: (1) conduct pre-hire psychological clearance evaluations and Fitness for Duty evaluations, on an as-needed basis as requested by COUNTY; (2) provide testing of a more detailed and in-depth nature upon request of the COUNTY for specific, pre-hire clearance applicant(s) (arrangements and specific details of the services requested will be discussed and provided on a case by case basis); and (3) provide individual therapy, emergency crisis consultation or limited critical debriefing with existing staff, upon request of COUNTY.

These services shall be provided by Dr. N. L. Boyd or a bona fide employee of CONTRACTOR who is professionally qualified as a Licensed Mental Health Professional. All services rendered by CONTRACTOR shall be performed in accordance with industry standards for similar professionals. Reports for pre-hire psychological clearance evaluations shall be provided to COUNTY within three weeks of the evaluation.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract,

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	<u>2013/14 Inmate Barber Contract</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>S. Felton</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>J. Law / J. Thompson</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

JH

BACKGROUND INFORMATION

Per the Benton County Procurement, Lease, and Contract Policy adopted by Resolution 2012-677, "...the County need not advertise or follow a formal competitive bidding procedure for personal or professional service contract, 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".

SUMMARY

Per Resolutions 11-037 and 11-710, the Sheriff's Office entered into a contract with Jonny David Allstead for inmate barber services for the period of January 1, 2011 through December 31, 2012. The Benton County Sheriff's Office wishes to enter into a similar contract for the services performed by Jonny David Allstead's for the period of January 1, 2013 through December 31, 2014.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

There is no fiscal impact to the County. The amount paid per this contract is collected from the inmates requesting the contractor's services. The inmates will continue to be charged \$16.00 per completed haircut (with \$12 remitted to the contractor) and \$6.00 per haircut requested and subsequently not given (all \$6 is remitted to the contractor).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO PATRICIA ALLSTEAD DBA PJ'S BARBER AND BEAUTY FOR FURNISHING INMATE BARBER SERVICES FOR THE BENTON COUNTY JAIL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, per resolution 2012 508, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, Benton County Jail offers barber services to inmates at a nominal cost through contracting barbers to provide such services; and

WHEREAS, the inmates pay for their haircuts at the following rates:

- \$16.00 per completed haircut (\$12 remitted to Contractor)
- \$6.00 per requested haircut but inmate unable to receive services (\$6.00 remitted to Contractor); and

WHEREAS, the Benton County Commissary Clerks contacted Johnny David Allstead, a qualified barber, to perform said services; and

WHEREAS, the Jail Administrative Lieutenant has reviewed Johnny David Allstead's qualifications and recommends contracting with Patricia Allstead DBA PJ'S Barber and Beauty to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Administrative Lieutenant's recommendation and hereby awards the personal service contract to provide inmate barber services at the Benton County Jail to Patricia Allstead DBA PJ'S Barber and Beauty in the amount of \$12.00 per completed haircut and \$6.00 per requested haircut but inmate was unable to receive services; and

BE IT FURTHER RESOLVED, that the maximum total amount payable by Benton County to the personal services contract with Patricia Allstead DBA PJ'S Barber and Beauty shall not exceed \$2,000; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract; and.

BE IT FURTHER RESOLVED the term of the attached contract commences January 1, 2013 and expires on December 31, 2014. Price adjustments will only be approved with an amendment to the attached contract.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	<u>Thurston Co.</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
	<u>Housing</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>Contract</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
Prepared by:	<u>J. Law</u> <i>JH</i>	Other	<u> </u>	Other	<u> </u>
Reviewed by:	<u>J. Thompson</u>				

BACKGROUND INFORMATION

The Benton County Sheriff's office has had an ongoing contract for housing prisoners from the Thurston County Sheriff's Office. They utilize this contract on a limited basis when overcrowding becomes an issue within their facility. The contract with the Thurston County Sheriff's Office expires on 12/31/12. The current cost per bed day rate is set at \$66 to house Thurston Co. inmates.

SUMMARY

Per the attached contract, contract housing will continue with the Thurston County Sheriff's Office through 12/31/13. New language contained within this contract allows us to accept inmates based upon our sole discretion. This will allow us to evaluate the cost benefit based on number of inmates and length of stay. The attached contract with the Thurston County Sheriff's Office would continue 12/31/13 at a rate of \$66 per bed day.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends extending the contract with the Thurston County Sheriff's Office through December 31, 2013 at the rate of \$66 per bed day.

FISCAL IMPACT

This contract will bring in additional revenue to offset the bed day cost to the County and the local municipalities.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT WITH THE THURSTON COUNTY SHERIFF'S OFFICE FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, per resolution 11-356 and 11-848, Benton County and Thurston County entered into an agreement for jail bed space; and

WHEREAS, both parties wish to enter into a similar agreement for jail bed space at the Benton county Jail for the calendar year 2013;

WHEREAS, the cost per bed day is set at \$66.00 per day for the calendar year 2013; and

WHEREAS, the Benton County Sheriff has reviewed the agreement and recommends approval of the attached agreement; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves the attached agreement between Benton County and Thurston County for the use of the Benton County jail facilities by the Thurston County Sheriff's Office for the period of January 1, 2013 through December 31, 2013; and

BE IT FURTHER RESOLVED; that the cost per bed day is set at \$66.00 per day for the calendar year 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington hereinafter "County"), and the County of Thurston, a municipal corporation under the laws of the State of Washington/political subdivision of the State of Washington (hereinafter "Contract Agency").

RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE: It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington 99336. Such use shall be solely for the purpose of incarcerating inmates otherwise subject to incarceration at Contract Agency's jail facilities and shall be further subject to all terms and conditions contained herein.

2. MAILING AND CONTACT ADDRESS: All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	12/18/12	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	WA Dept. of Corrections Amendment to K9420	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
		Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
		Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>
Prepared by:	<u>J. Law</u>				
Reviewed by:	<u>J. Thompson</u> JH				

BACKGROUND INFORMATION

Resolution 2012-455 approved agreement number K9420 with the Washington State Department of Corrections for housing of Department Offenders at the cost per bed day of \$64.91 for the period of August 15, 2012 through December 31, 2012.

SUMMARY

The Washington State Department of Corrections and Benton County wish to extend agreement K9240 through the calendar year 2013 at a cost per bed day at \$66.86 per day per Department Offender (including local Benton County violators) which is 3% above the current rate and is the maximum increase allowed per RCW.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The Sheriff's Office recommends extending the contract with the Washington State Department of Corrections through December 31, 2013 at the new cost per bed day of \$66.86.

FISCAL IMPACT

The 2013 rate of \$66.86 is an increase of 3% above the previous rate. This is the maximum increase allowed by RCW.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AMENDMENT 1 TO THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS AGREEMENT NO. K9420 FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, Benton County and the Washington State Department of Corrections have an Agreement No. K9420 for the use of the Benton County jail facilities via Resolution 2012-455; and

WHEREAS, Benton County and the Washington State Department of Corrections wish to amend Agreement No. K9420 and extend the expiration date to December 31, 2013; and

WHEREAS, the Benton County Sheriff has reviewed and recommends entering into Amendment 1 to Agreement No. K9420; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners concur with the Sheriff's recommendation and approve the attached Amendment 1 to Agreement No. K9420 between Benton County and the Washington State Department of Corrections to continue the use of the Benton County jail facilities by the Washington State Department of Corrections until December 31, 2013; and

BE IT FURTHER RESOLVED, the cost per bed day will be \$66.86 per day per Department Offender (including local Benton County violators) for the calendar year 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Benton County, hereinafter referred to as the County, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the County.

WHEREAS the purpose of this contract amendment is to increase compensation and extend the period of performance;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

Section 2.1 Term is amended as follows:

~~This Agreement commences on August 15, 2012 and continues through ((December 31, 2012)) December 31, 2013, unless terminated by either party pursuant to this Agreement. ((The provisions of this Agreement apply commencing August 15, 2012, with respect to Department Offenders incarcerated in the Facility as of that date or thereafter; provided, the parties' prior written agreements dictate the parties' rights and obligations with respect to the incarceration of Department Offenders prior to August 15, 2012.))~~

Section 3.11 Billing is amended in part as follows:

The base rate will be \$66.86 per day per Department offender for the calendar year 2013.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2013.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

BENTON COUNTY

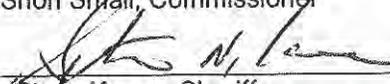
DEPARTMENT OF CORRECTIONS

James Beaver., Commissioner Chair DATE

Gary Banning DATE
Contracts Administrator

Leo Bowman, Commissioner DATE

Shon Small, Commissioner DATE

 12/11/12
Steve Keane, Sheriff DATE

Approved as to Form:

Approved as to form:
This amendment format was approved by the office of the Attorney General. Approval on file.

 12/10/12
Ryan Lukson, Prosecuting Attorney DATE
Deputy

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	<u>SWAT Interlocal Agreement with FCSO</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>J. Law</u> <i>JH</i>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>J. Thompson</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

The Tri-City Regional SWAT Team is comprised of participating agencies from Kennewick, Richland, Pasco, and Benton County. There are several agencies within the Benton/Franklin County Region that do not participate in our Regional SWAT Team. The attached interlocal agreement will provide SWAT related critical incident response to the Franklin County Sheriff's Office (non-participating agency) for a yearly fee. Currently these services are provided at no cost.

SUMMARY

The Franklin County Sheriff's Office will pay \$1,000 a year for up to two SWAT related responses per calendar year. Every response after that will be charged a \$500 per event. The funds collected under this agreement will be placed into a revenue code designated specifically for purchases related to equipping the Tri-City Regional SWAT Team. The funds collected and receipted into the revenue code will be and administered by the Sheriff.

CONTRACT APPROVED TO FORM BY

Ryan Brown, Chief Civil DPA

RECOMMENDATION

The Sheriff's Office recommends entering into the attached interlocal agreement to provide SWAT related responses to the Franklin County Sheriff's Office.

FISCAL IMPACT

The impact is a net gain of \$1,000 per year minimum

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AN INTERLOCAL AGREEMENT FOR SERVICES BETWEEN THE BENTON COUNTY/TRI-CITY REGIONAL SWAT TEAM AND THE FRANKLIN COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2012 223, dated April 12, 2012 the Benton County/Tri-City Regional SWAT Team, hereinafter called "TCRST" wishes to provide services to the Franklin County Sheriff's Office in order to respond to serious criminal occurrences if necessary.

WHEREAS, TCRST and the Franklin County Sheriff's Office have drafted an Interlocal Agreement for Services; and

WHEREAS, the Franklin County Sheriff's Office agrees to pay \$1,000 each year for this service; and

WHEREAS, this revenue will be placed into a special revenue code that will be administered by the Sheriff's Office to provide necessary equipment for TCRST; and

WHEREAS, the Sheriff has reviewed and recommends entering into an Interlocal Agreement for Services; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Sheriff's recommendation and approves the attached Interlocal Agreement for Services between Benton County/Tri-City Regional SWAT Team and the Franklin County Sheriff's Office; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Interlocal Agreement for Services.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda
Subject:	<u>SWAT Interlocal Agreement with WRPD</u>	Pass Resolution	<u> X </u>	Public Hearing
Prepared by:	<u>J. Law</u> <i>JH</i>	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by:	<u>J. Thompson</u>	Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other

BACKGROUND INFORMATION

The Tri-City Regional SWAT Team is comprised of participating agencies from Kennewick, Richland, Pasco, and Benton County. There are several agencies within the Benton/Franklin County Region that do not participate in our Regional SWAT Team. The attached interlocal agreement will provide SWAT related critical incident response to the City of West Richland (non-participating agency) for a yearly fee. Currently these services are provided at no cost.

SUMMARY

The City of West Richland will pay \$1,000 a year for up to two SWAT related responses per calendar year. Every response after that will be charged a \$500 per event. The funds collected under this agreement will be placed into a revenue code designated specifically for purchases related to equipping the Tri-City Regional SWAT Team. The funds collected and receipted into the revenue code will be and administered by the Sheriff.

CONTRACT APPROVED TO FORM BY

Ryan Brown, Chief Civil DPA

RECOMMENDATION

The Sheriff's Office recommends entering into the attached interlocal agreement to provide SWAT related responses to the West Richland Police Department.

FISCAL IMPACT

The impact is a net gain of \$1,000 per year minimum

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AN INTERLOCAL AGREEMENT FOR SERVICES BETWEEN THE BENTON COUNTY/TRI-CITY REGIONAL SWAT TEAM AND THE CITY OF WEST RICHLAND

WHEREAS, per Resolution 2012 223, dated April 12, 2012 the Benton County/Tri-City Regional SWAT Team, hereinafter called "TCRST" wishes to provide services to the City of West Richland in order to respond to serious criminal occurrences if necessary.

WHEREAS, TCRST and the City of West Richland have drafted an Interlocal Agreement for Services; and

WHEREAS, the City of West Richland agrees to pay \$1,000 each year for this service; and

WHEREAS, this revenue will be placed into a special revenue code that will be administered by the Sheriff's Office to provide necessary equipment for TCRST; and

WHEREAS, the Sheriff has reviewed and recommends entering into an Interlocal Agreement for Services; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Sheriff's recommendation and approves the attached Interlocal Agreement for Services between Benton County/Tri-City Regional SWAT Team and the City of West Richland; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Interlocal Agreement for Services.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda <u> x </u>
Subject:	<u>Keefe</u>	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
	<u>Commissary</u>	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
	<u>Network, LLC</u>	Pass Motion	<u> </u>	2nd Discussion <u> </u>
	<u>Contract</u>	Other	<u> </u>	Other <u> </u>
Prepared by:	<u>R. Guerrero</u>			
	<u>J. Thompson</u>			
Reviewed by:	<u>J. Hatcher</u>			

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolutions #12 235 and 12 696) to provide "as needed" inmate commissary goods to Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

The expenses relating to this contract are part of the 2013/2014 Inmate Benevolence Fund 0116-101 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND KEEFE GROUP LLC FOR "AS NEEDED" INMATE COMMISSARY SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Centric Group, LLC, D.B.A. Keefe Supply Company and Keefe Commissary Network, LLC for "as needed" inmate commissary goods for 2012 via Resolutions 12 235 and 12 696; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Keefe Commissary Network, LLC; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract; and

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

This Contract is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Keefe Commissary Network L.L.C., a Missouri limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132, (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)
- b. Attachment A, Scope of Services
- c. Attachment B, CONTRACTOR Provided Equipment
- d. Attachment C, COUNTY Commissary Menu

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2013, and shall expire on December 31, 2014. The CONTRACTOR shall provide all products and complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of the parties, this Contract may be extended for additional one-year terms by written amendment and may be so extended a maximum of four times.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services and products to be performed and provided by the CONTRACTOR are set forth in Attachments A through C, which are attached hereto and incorporated herein by reference.
- b. The CONTRACTOR's provided Equipment, Attachment B, and software, described in Attachment A, will be provided, warranted, and maintained by CONTRACTOR at no cost to the COUNTY for the life of the Contract. During the term of the Contract, CONTRACTOR agrees to keep current both its hardware and software current. Any and all upgrades of hardware and software as well as

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda <u> x </u>
Subject:	<u>Tower Plaza</u>	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
	<u>Cleaners &</u>	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
	<u>Laundromat,</u>	Pass Motion	<u> </u>	2nd Discussion <u> </u>
	<u>LLC Contract</u>	Other	<u> </u>	Other <u> </u>
Prepared by:	<u>J. Thompson</u>			
Reviewed by:	<u>J. Hatcher</u>			

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolution # 11-817) to provide "as needed" dry cleaning services for the Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2013.

FISCAL IMPACT

The amount not to exceed shall remain at \$50,000 and has already been budgeted for 2013-2014.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND TOWER PLAZA CLEANERS & LAUNDROMAT, LLC FOR "AS NEEDED" DRY CLEANING SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Tower Plaza Cleaners & Laundromat, LLC to provide "as needed" dry cleaning services for 2012 via Resolution 11-817; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Tower Plaza Cleaners & Laundromat, LLC in the amount not to exceed \$50,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract.

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

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Tower Plaza Cleaners & Laundromat, LLC, with its principal offices at 1208 20th Ave. Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions;
- b. Exhibit A, Compensation.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Perform dry cleaning services, for employees of the Benton County Sheriff's Office, including pickup and delivery from the Benton County Sheriff's Office twice a week.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u>x</u>	Consent Agenda <u>x</u>
Subject:	<u>Jiffy Car Wash, Inc. Contract</u>	Pass Resolution	<u>x</u>	Public Hearing _____
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by:	<u>J. Hatcher</u>	Pass Motion	_____	2nd Discussion _____
		Other	_____	Other _____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolutions # 08-954, 09-898 & 11-104) to wash and clean the fleet vehicles for the Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

The amount not to exceed shall remain at \$7,200 and has already been budgeted for 2013-2014.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND JIFFY CAR WASH, INC FOR "AS NEEDED" WASHING AND CLEANING OF FLEET VEHICLES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Jiffy Car Wash, Inc. for "as needed" washing and cleaning of fleet vehicles for 2011 and 2012 via Resolution 11-104; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Jiffy Car Wash, Inc. with the amount not to exceed \$7,200 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract.

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Jiffy Car Wash, Inc., with its principal offices at 2517 W. Kennewick 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 January 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. The CONTRACTOR agrees to wash and vacuum out the Benton County Sheriff's Office fleet of motor vehicles on an as needed basis.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
Subject:	<u>2013 CFM</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
	<u>Contract</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>Extension</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
Prepared by:	<u>J. Shelton</u>	Other	<u> </u>	Other	<u> </u>
Reviewed by:	<u>J. Thompson</u>				

JH

BACKGROUND INFORMATION

Per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."

SUMMARY

Proposals for corrections food services located at the Benton County Jail Facility, Kennewick, WA were solicited from interested providers in 2008 and a Personal Service Contract was entered into on January 15, 2009 between Benton County and Consolidated Food Management Inc., for corrections food services to the jail for calendar year 2009 via Resolution 09-031. The parties' 2009 Personal Service Contract specifies that upon mutual written agreement of the parties, the contract terms and conditions may be extended for four (4) subsequent one year periods; and

Contract Extension Agreement was entered into on October 12, 2009 for the calendar year 2010 via Resolution 09-685.

Contract Extension Agreement was entered into on September 13, 2010 for the calendar year 2011 via Resolution 10-525.

Contract Extension Agreement was entered into on October 12, 2011 for the calendar year 2012 via Resolution 11-752.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to extend the existing contract for the calendar year 2013.

FISCAL IMPACT

The total amount payable to the CONTRACTOR for 2013 shall be relative to the amounts listed in Exhibit D (2013 pricing).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE FOURTH (PERSONAL SERVICE) CONTRACT EXTENSION AGREEMENT BETWEEN BENTON COUNTY AND CONSOLIDATED FOOD MANAGEMENT INC. FOR CORRECTION FOOD SERVICES LOCATED AT THE BENTON COUNTY JAIL FACILITY

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."

WHEREAS, proposals for corrections food services located at the Benton County Jail Facility, Kennewick, WA were solicited from interested providers in 2008; and

WHEREAS, an Institutional Food Services Contract was entered into on January 15, 2009 between Benton County and Consolidated Food Management Inc., for corrections food services to the jail for calendar year 2009 via Resolution 09-031; and

WHEREAS, the parties' 2009 Personal Service Contract specifies that upon mutual written agreement of the parties, the contract terms and conditions may be extended for four (4) subsequent one year periods; and

WHEREAS, a Contract Extension Agreement was entered into on October 12, 2009 for the calendar year 2010 via Resolution 09-685; and

WHEREAS, a Second Contract Extension Agreement was entered into on September 13, 2010 for the calendar year 2011 via Resolution 10-525; and

WHEREAS, a Third Contract Extension Agreement was entered into on October 12, 2011 for the calendar year 2012 via Resolution 11-752; and

WHEREAS, the parties wish to extend the contract terms and conditions for calendar year 2013

WHEREAS, a change to Section 1 CONTRACT DOCUMENTS; and

WHEREAS, a change to Section 9 TAXES; and

WHEREAS, a change to Section 25 COMPENSATION;
NOW, THEREFORE,

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Fourth Contract Extension Agreement between Benton County and Consolidated Food Management Inc. for correction food services in an amount relative to Exhibit D for the calendar year 2013; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Fourth Contract Extension Agreement; and

BE IT FURTHER RESOLVED, the Fourth Contract Extension Agreement commences on January 1, 2013 and expires December 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

FOURTH CONTRACT EXTENSION AGREEMENT

THIS FOURTH CONTRACT EXTENSION AGREEMENT is made and entered into this ____ day of _____, 2012 by and between Benton County, Washington hereinafter called "COUNTY" and Consolidated Food Management Inc. hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into an Institutional Food Service Contract dated January 12, 2009 (the "CONTRACT") via resolution 09-031, for corrections food services located at the Benton County Jail Facility; and

WHEREAS, the CONTRACT specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended for four (4) subsequent one year periods on mutual written agreement of the parties; and

WHEREAS, the parties wish to extend the contract terms and conditions for calendar year 2013.

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth herein, the parties agree this Fourth Extension Agreement, the Contract, and all previous amendments thereto, constitute the integrated agreement between the parties. This Fourth Extension Agreement shall be effective January 1, 2013 through December 31, 2013. The parties further agree that Sections 1, 9, and 25 shall be replaced in their entirety with the following:

1. CONTRACT DOCUMENTS:

1. Contract Terms and Conditions (this document)
2. Exhibit D (2013 Pricing)
3. All documents submitted by CONTRACTOR as part of the RFP response received November 4, 2008 are hereby incorporated by reference.

In the case of any inconsistency between the above referenced contract documents, the Contract Terms and Conditions shall govern over the remaining contract documents, and Exhibit D shall govern over the RFP response received November 4, 2008.

9. TAXES:

CONTRACTOR shall collect and pay all federal, state, and local taxes, if any, and charges arising from any services hereunder. COUNTY agrees to pay CONTRACTOR's B&O tax, excluding all applicable deductions, for services performed hereunder at the current Washington State rate of 1.08%.

25. COMPENSATION:

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/12</u>	Execute Contract	<u> x </u>	Consent Agenda
Subject:	<u>2013/14 Telmate</u>	Pass Resolution	<u> X </u>	Public Hearing
	<u>Contract</u>	Pass Ordinance	<u> </u>	1st Discussion
Prepared by:	<u>R. Guerrero</u>	Pass Motion	<u> </u>	2nd Discussion
Reviewed by:	<u>J. Thompson</u>	Other	<u> </u>	Other

BACKGROUND INFORMATION/SUMMARY *JH*

Per Resolution 2012-677 the parties entered into a Personal Service Contract (prior resolution #11-179) to provide inmate telephone system for the Benton County Sheriff's Office.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

FISCAL IMPACT

This contract is revenue based for the Inmate Benevolence Fund 0116-101.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND TELMATE LLC FOR INMATE PHONE SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has a contract with Telmate, LLC. for inmate telephone services for the term of April 1, 2011 through December 31, 2012 via Resolution 11-179; and

WHEREAS, the Sheriff's Office recommends entering into another personal service contract for 2013 and 2014; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Telmate LLC.; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract.

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Telmate LLC., with its principal offices at 234 Front Street, #2, San Francisco, CA 94111, (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; and
- b. Exhibit A, Schedule of Services; and
- c. Exhibit B, Schedule of Charges and Payments.

2. DURATION OF CONTRACT

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

4. CONTRACT REPRESENTATIVES

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: December 11, 2012	Execute Contract <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
Subject: Dr. Watson Amendment	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
Jail Physician Services	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
Prepared by: A. Coverdell	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
Reviewed by: PA Office	Other <input type="checkbox"/>	Other <input type="checkbox"/>

BACKGROUND INFORMATION

Per Resolutions 11-279 and 11-816 the Sheriff's Office entered into a Personal Service Contract with Dr. Brooks Watson to provide inmate physician services for the Benton County Jail through December 31, 2012.

Per Resolution 2012-103 the COUNTY desired to amend the contract's insurance requirements.

The attached amendment is to extend the terms and conditions of the contract between Benton County and Dr. Brooks Watson through December 31, 2013 and amend the compensation section.

RECOMMENDATION

Benton County Corrections is pleased with the services that Dr. Watson has provided to the inmates and recommends extending the terms of said contract through December 31, 2013 and amend the compensations section.

FISCAL IMPACT

Compensation for services shall be paid from the BCSO budget with no supplement needed.

MOTION

Consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE THIRD PERSONAL SERVICE CONTRACT
AMENDMENT BETWEEN BENTON COUNTY AND DR. BROOKS WATSON II MD-
MBA FOR PROVIDING INMATE PHYSICIAN SERVICES FOR THE BENTON
COUNTY JAIL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 11-279 the parties entered into a Personal Service Contract to
provide inmate physician services for the Benton County Jail Facility located in Kennewick, WA
through December 31, 2011; and

WHEREAS, per Resolution 11-816 the First Contract Amendment was necessary as both parties
wished to extend the term of the contract through December 31, 2012, and amend the
compensation section of the contract; and

WHEREAS, per Resolution 2012-103 the Second Contract Amendment was necessary as the
County desired to amend the contracts insurance requirements; and

WHEREAS, this Third Contract Amendment is necessary as both parties wish to extend the
terms of the Contract through December 31, 2013 and amend the compensation section; **NOW,
THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington
hereby approves the Third Contract Amendment between Benton County and Dr. Brooks
Watson II MD-MBA attached hereto extending the terms of the Contract through December 31,
2013 and amend the compensation section; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to
sign said amendment attached hereto.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

THIRD CONTRACT AMENDMENT

THIS THIRD CONTRACT AMENDMENT, made and entered into this ____ day of _____, 2012 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and DR. BROOKS WATSON II, MD-MBA, hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 11-279 the parties entered into a contract for 2011, whereby the Contractor would provide inmate physician services for the Benton County Jail in Kennewick; and

WHEREAS, per Resolution 11-816 an amendment was necessary as both parties wished to extend the term of the contract through December 31, 2012, and amend the compensation section of the contract; and

WHEREAS, per Resolution 2012-103 the second amendment was necessary as the COUNTY desired to amend the contract's insurance requirements; and

WHEREAS, this third contract amendment is necessary as both parties wish to extend the duration of the contract through December 31, 2013 and amend the compensation section of the contract; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original contract, and the above cited amendments, shall remain in effect except the below sections which shall be replaced in their entirety with the following:

Section 2. DURATION OF CONTRACT

The term of this Contract shall begin April 25, 2011 and shall expire December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

Section 5. COMPENSATION

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

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$295,500.00.
- b. Billings for services shall be submitted to the Benton County Sheriff's Office on a monthly basis. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt. The bill shall detail the number of hours worked. Payment will be based on a rate of \$9,166.66 per month from May 1, 2011 through the end of the contract. Payment for the week of April 25, 2011 through April 29, 2011 shall be \$2,115.38.

**-AMENDED -
BENTON COUNTY AGENDA ITEM**

AGENDA ITEM: _____	Type of Action			
MEETING DATE: 12/18/12	Execute Contract	<u> X </u>	CONSENT AGENDA	<u> X </u>
SUBJECT: Spanish Language	Pass Resolution	<u> </u>	PUBLIC HEARING	<u> </u>
Interpreter Contract -	Pass Ordinance	<u> </u>	1 ST DISCUSSION	<u> </u>
Superior Court	Pass Motion	<u> </u>	2 ND DISCUSSION	<u> </u>
Prepared By: Pat Austin	Other	<u> </u>	OTHER	<u> </u>
Reviewed By: Keith Mercer & Ryan Brown	Approve for Hearing	<u> </u>		<u> </u>

BACKGROUND INFORMATION

Benton County contracts with a Spanish Language interpreter for the provision of interpreter services for defendants charged in the Superior Court, as well as domestic violence and settlement conferences. The current contract expires on December 31, 2012 and based on the revised Benton County Procurement Policy a new contract is required for 2013-2014.

The proposed contract contains two significant changes from the previous contract:

- ◆ There is not increase to the 2005 base compensation rate
- ◆ Additional docket coverage on same day as currently covered docket

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

SUMMARY

Renewal of Spanish language interpreter contract with revisions.

RECOMMENDATION

The Court recommends approval of the contract.

FISCAL IMPACT

The base compensation will have no increased financial impact the 2013-2014 budget.

MOTION

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

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PERSONAL SERVICE AGREEMENT BETWEEN BENTON COUNTY AND ANA ARMIJO FOR INTERPRETER SERVICES FOR SUPERIOR COURT.

WHEREAS, Ana Armijo is a Spanish language interpreter; and

WHEREAS a personal service agreement for interpreter services has been prepared for the Superior Court effective from January 1, 2013 through December 13, 2014; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached personal service agreement between Benton County and Ana Armijo for interpreter services for Superior Court in the amount of \$2,500.00 per month plus \$50.00 per hour for services during criminal trials that are not held on the same day as a Superior Court criminal docket and other civil proceedings; and

BE IT FURTHER RESOLVED the personal service agreement commences January 1, 2013 and expires December 31, 2014.

Dated this _____ day of _____, 20_____

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____

Clerk of the Board

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

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

This Personal Service Agreement entered into and effective January 1, 2013, by and between Benton County, a political subdivision of the State of Washington, and Ana Armijo (hereinafter called "Translator").

WITNESSETH:

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

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

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

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

4. The necessary services provided by Translator shall include but are not limited to:

- (a) Spanish interpreting for all Superior Court criminal dockets and jail interviews.
- (b) Spanish interpreting for all Superior Court Legal Financial Obligation Docket proceedings that are scheduled on the same day of the week as any Superior Court Criminal Docket. If a second Spanish translator is needed for a Legal Financial Obligation

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 12/18/12	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: Trial Court Improvement Fund Expenditure Request	Pass Resolution	<u> X </u>	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: Pat austin	Other	_____	OTHER _____
Reviewed By: L. Smith-Kelty/ Keith Mercer	Approve for Hearing	_____	

BACKGROUND INFORMATION

The Trial Court Improvement Committee is presenting an additional expenditure to the 2011-2012 planned expenditure request approved and recommended by the Trial Court Improvement Committee authorizing additional expenditures associated with the docket reader boards. Please see attached letter.

SUMMARY

RECOMMENDATION

Recommend approval of expenditure and resolution.

FISCAL IMPACT

None – expenditures are available within the 2011-2012 Trial Court Improvement budget

MOTION

Move to approve the recommended expenditures from the Trial Court Improvement Funds and Resolution No. _____ in the matter of authorizing purchases as identified on the letter from the Trial Court Improvement Fund Committee for expenditures totaling \$14,000.00, utilizing funds from the Benton County Trial Court Improvement Fund.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED ON THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR ADDITIONAL EXPENDITURES FOR 2011 AND 2012 TOTALING \$14,000.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for additional expenditures for 2011 and 2012 totaling \$14,000.00; and

WHEREAS, Benton County District Court, Superior Court and the County Clerk desire to fund the additional costs associated with the docket reader boards identified on the attached letter; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and deems this to be in the best interest of the County;

NOW THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for additional expenditures totaling \$14,000.00, utilizing funds from the Trial Court Improvement Fund, 0156-101.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

ATTACHMENT "A"
Benton County Trial Court Improvement Committee

Judge Joseph Burrowes
Judge Cameron Mitchell
Clerk Josie Delvin
District Court Administrator Jackie Lahtinen
Superior Court Administrator Pat Austin

December 7, 2012

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

Re: Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

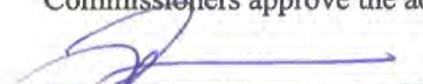
The Trial Court Improvement Committee has reviewed and approved the following additional 2011-2012 expenditure request and agrees the expenditure is in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

1. Additional cost related to the Infax Docket Call Electronic reader boards, associated monitors, support service and electrical needs that were not included in the March 22, 2011 letter approved by the Commissioners. Funds are available in the approved TCI 2011-2012 Budget due to savings on other approved projects.
\$ 14,000.00

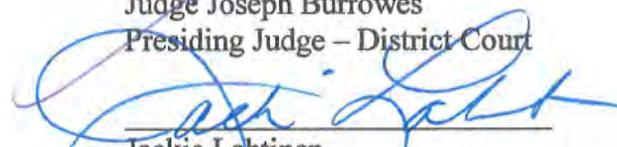
Grand Total of 2011/2012 TCI anticipated expenditures
Including additional costs: \$225,000.00

Funds budgeted under the 2011/2012 TCI Budget: \$240,000.00

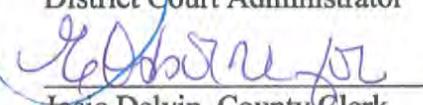
The Trial Court Improvement Committee recommends the Board of County Commissioners approve the additional expenditure of up to \$14,000.00.



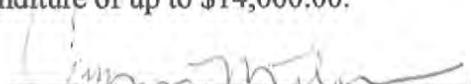
Judge Joseph Burrowes
Presiding Judge – District Court



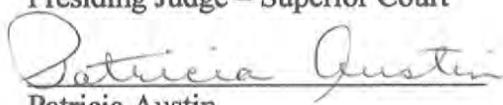
Jackie Lahtinen
District Court Administrator



Josie Delvin, County Clerk



Judge Cameron Mitchell
Presiding Judge – Superior Court



Patricia Austin
Superior Court Administrator

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 12/18/12 9:05AM	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: <u>Line Item Transfers</u>	Pass Resolution	<u> X </u>	PUBLIC HEARING _____
_____	Pass Ordinance	_____	1 ST DISCUSSION _____
_____	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: Pat Austin	Other	_____	OTHER _____
Reviewed By: Keith Mercer	Approve for Hearing	_____	_____

BACKGROUND INFORMATION

Request for line item transfers of funds to more accurately cover the costs incurred for operation of the Superior Court and meet with the line item budgeting as directed by the County Commissioner at the October 23, 2012 Board Meeting.

SUMMARY

See attached line item transfer spreadsheet itemizing the transfers

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

No fiscal impact. All funds are within the Trial Court Improvement 2011-2012 budget.

MOTION

I move to approve Resolution No. _____ authorizing line item transfers in the amount of \$15,763.00 as outlined on Exhibit "A" of the Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
TRIAL COURT IMPROVEMENT FUND NUMBER 0156101, DEPARTMENT
NUMBER .

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: Commissioners; Auditor; File, Superior Court

GILES

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Trial Court Improvement Dept Nbr:

Fund Name: Trial Court Improvement Fund Nbr: 0156101

TRANSFER FROM: Superior Court TRANSFER TO: Superior Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.815	3101	Office Supplies	\$2,763	512.815	4103	Professional Services	\$1,500
512.815	3501	Small Item Equip		512.815	4301	Travel	\$1,113
512.815	3501	Small Item Equip	\$2,500	512.815	4905	Training	\$150
512.815	9101	Date Process Admin	\$4,500	512.815	9402	Computer Purchase Soft	\$2,500
			\$6,000	512.815	9401	Computer Purchase	\$4,500
			\$15,763			Computer Purchase	\$6,000
						TOTAL	\$15,763

Explanation: Transfer of funds to meet the requirement of line item budgeting effective 11/1/12 to cover the costs incurred by Trial Court Improvement.

Prepared by: Patricia Austin, Superior Court Administrator Date: 10-Dec-2012

Approved: Denied Date:

Chairman

Member

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action			
MEETING DATE: 12/18/12 9:05AM	Execute Contract	_____	CONSENT AGENDA	<u> X </u>
SUBJECT: <u>Line Item Transfers</u>	Pass Resolution	<u> X </u>	PUBLIC HEARING	_____
_____	Pass Ordinance	_____	1 ST DISCUSSION	_____
_____	Pass Motion	_____	2 ND DISCUSSION	_____
Prepared By: <u>Pat Austin</u>	Other	_____	OTHER	_____
Reviewed By: <u>Keith Mercer</u>	Approve for Hearing	_____		

BACKGROUND INFORMATION

Request for line item transfers of funds to more accurately cover the costs incurred for operation of the Superior Court and meet with the line item budgeting as directed by the County Commissioner at the October 23, 2012 Board Meeting.

SUMMARY

See attached line item transfer spreadsheet itemizing the transfers

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

No fiscal impact. All funds are within the Superior Court 2011-2012 budget.

MOTION

I move to approve Resolution No. _____ authorizing line item transfers in the amount of \$10,200.00 as outlined on Exhibit "A" of the Resolution.

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 123.

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: Commissioners; Auditor; File, Superior Court

GILES

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court Dept Nbr: 123
 Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Superior Court TRANSFER TO: Superior Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1480	Part Time Commissioner	\$10,000	512.210	1925	Over Time	10,000
512.210	1485	Bailiff	\$200	512.210	1483	Bailiff	200
TOTAL			\$10,200	TOTAL			\$10,200

Explanation: Transfer of funds to more accurately cover the costs incurred for operation of the Superior Court.

Prepared by: Patricia Austin, Superior Court Administrator Date: 11-Dec-2012
 Approved Denied Date:

 Chairman

 Member

 Member

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:		Type of Action	
MEETING DATE:	12/18/12	Execute Contract	CONSENT AGENDA <input checked="" type="checkbox"/>
SUBJECT:	2013 Percentage Rates for salaries for Benton & Franklin Counties Superior Court	Pass Resolution	<input checked="" type="checkbox"/> PUBLIC HEARING
		Pass Ordinance	<input type="checkbox"/> 1 ST DISCUSSION
		Pass Motion	<input type="checkbox"/> 2 ND DISCUSSION
Prepared By:	Pat Austin	Other	<input type="checkbox"/> OTHER
Reviewed By:	L. Smith-Kelty Keith Mercer	Approve for Hearing	<input type="checkbox"/>

BACKGROUND INFORMATION

Resolution to establish percentage rates for salaries for 2013 for the Benton & Franklin Counties Superior Court.

SUMMARY

Percentage rates are established based on Resolution and Memorandum of Understanding outlined in the attached Resolution.

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

None

MOTION

I move to approve joint resolution no. _____ in the matter of adopting the percentage rates for salaries for the Benton & Franklin Counties Superior Court.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF ADOPTING THE PERCENTAGE RATES FOR SALARIES FOR BENTON-FRANKLIN SUPERIOR COURT

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court non-bargaining 2013 salaries is based on the previous full-year case filings described on (Attachment "A") and pursuant to the Memorandum of Understanding and Agreement (Benton County #2012-438; Franklin County #2012-362; and

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court Judges, Judges Pro Tempore, and Court Commissioners 2013 Salaries are based on the 2011 real property valuation for 2012 (reflected on Attachment A) and pursuant to the Memorandum of Understanding and Agreement (above);

NOW THEREFORE, BE IT RESOLVED, the Boards of County Commissioners of Benton and Franklin hereby approve that:

1. The 2013 percentage rate for the Superior Court non-Bargaining salaries is 28.29% for Franklin County and 71.71% for Benton County.

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2. The 2013 percentage rate for the Superior Court Judges, Judges Pro Tempore and Superior Court Commissioners is 26.17% for Franklin County and 73.83% for Benton County.

Dated this _____ Day of _____, 20____.

Dated this _____ Day of _____, 20____.

Board of Benton County Commissioners

Board of Franklin County Commissioners

Chairman

Chairman

Member

Member

Member

Member

Constituting the Board of
County Commissioners of
Benton County, Washington

Constituting the Board of
County Commissioners of
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

ATTACHMENT "A"

Benton and Franklin County Superior Court
Year 2013 Budget (Cost Allocation)

(1) Case Filings by County:

	<u>Civil</u>	<u>Criminal</u>	<u>Combined</u>	<u>% of Use</u>
Benton County	5,312	1,463	6,775	71.71%
Franklin County	<u>2,057</u>	<u>616</u>	<u>2,673</u>	28.29%
TOTAL:	7,369	2,079	9,448	100.00%

(2) Assessed Valuation:

Benton County	\$14,686,962,152	-	73.83%
Franklin County	\$ 5,207,298,183	-	26.17%
TOTAL:	\$19,894,260,335	-	100.00%

(1) Caseload data was provided by the Washington State Administrative Office of the Courts

(2) Assessed value was provided by the Benton and Franklin County Assessor's Offices

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF CONTRACTED SERVICES FOR ECONOMIC DEVELOPMENT

WHEREAS, under RCW 36.01.085, counties may contract with nonprofit corporations in furtherance of the public purpose of promoting economic development activities; and

WHEREAS, the Benton City Economic Development Committee is a nonprofit corporation currently operating an economic development program for the Benton City area; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Standard Service Agreement between Benton County and Benton City Economic Development Committee for economic development services in the Benton City area for calendar year 2013. The total amount payable to Benton City Economic Development Committee by Benton County is \$5,000.00 per the terms of the contract.

Dated this 18th day of December, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

original: file
cc: Auditor, Prosecutor (Ozuna), Sustainable Development
Benton City Economic Development Committee

Prepared by: A.J. Fyall

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACTED SERVICES FOR ECONOMIC DEVELOPMENT

WHEREAS, under RCW 36.01.085, counties may contract with nonprofit corporations in furtherance of the public purpose of promoting economic development activities; and

WHEREAS, Prosser Economic Development Association is a nonprofit corporation currently operating an economic development program within the geographical boundaries of the Prosser School District; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Standard Service Agreement between Benton County and Prosser Economic Development Association for economic development services in the Prosser area for calendar year 2013. The total amount payable to Prosser Economic Development Association by Benton County is \$10,000.00 per the terms of the contract.

Dated this 18th day of December, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/18/11</u>	Execute Contract	<u> </u>	Consent Agenda	<u> X </u>
Subject:	<u>Print & Mail</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
	<u>Contract 2013 &</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
	<u>2014</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
Prepared by:	<u>Nick Kooiker</u>	Other	<u> </u>	Other	<u> </u>
Reviewed by:	<u> </u>				

BACKGROUND INFORMATION

The Benton County Treasurer needs to enter into contract with a mailing service provider for the printing and mailing of property tax statements for the 2013 & 14 tax years. Pursuant to the Benton County procurement policy passed by resolution 2012-677, all professional service contracts must be approved by the BOCC, and the County "need not advertise or follow a formal competitive bidding procedure...but rather the County may instead evaluate and utilize the procedure it deems best under the individual circumstances in order to obtain the services of the highest quality and lowest cost". The county has determined that in this situation, it is most beneficial and cost effective to enter into agreement with The Master's Touch LLC for the same prices and terms agreed to in the prior contract. The duration of this contract is for two years, 2013 & 2014, and the cost will not exceed \$39,000 including Washington State Sales Tax. The contract has been reviewed and approved as to form by a Deputy Prosecuting Attorney from the PA's office.

SUMMARY

The Benton County Treasurer would like to enter into contract with The Master's Touch LLC for property tax mailing services. The contract is for two years, 2013 & 2014.

RECOMMENDATION

It is recommended that the board pass the resolution and sign the contract with The Master's Touch LLC.

FISCAL IMPACT

The cost will not exceed \$39,000, and will be paid out of department 124's current expense budget. No supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF AGREEMENT WITH THE MASTER'S TOUCH LLC FOR THE FORMATTING, PRINTING, AND MAILING OF THE BENTON COUNTY PROPERTY TAX STATEMENTS.

WHEREAS, RCW 84.56 requires the Benton County Treasurer to send notice of property taxes to taxpayers; and

WHEREAS, the Benton County Treasurer has determined that it is most beneficial and cost effective for the County to enter into contract with the Master's Touch LLC for the same prices and terms agreed to in the prior contract; and

WHEREAS, the contract shall be for two tax years, 2013 & 2014 statement mailing services, and shall expire on May 31st, 2014; and

WHEREAS, the total contracted amount shall not exceed \$39,000; and

WHEREAS, the attached contract (Exhibit "A") has been reviewed and approved as to form by a Deputy Prosecuting Attorney from the PA's office; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the contract with The Master's Touch LLC, attached hereto as Exhibit "A".

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest:
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **The Master's Touch LLC**, with its principal offices at **1405 North Ash Street, Spokane WA 99201**, (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"**

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the COUNTY**, and shall expire on **May 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/18/11</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Bid4Assets</u>	Pass Resolution	<u> X </u>	Public Hearing
	<u>Contract</u>	Pass Ordinance	_____	1st Discussion
	<u>Extension</u>	Pass Motion	_____	2nd Discussion
Prepared by:	<u>Nick Kooiker</u>	Other	_____	Other
Reviewed by:	_____			

BACKGROUND INFORMATION

The Benton County Board of Commissioners and Benton County Treasurer entered into agreement with Bid4Assets, Inc. via resolution 2012-195 for a one year term, with the option of renewing for one additional year with written mutual consent of all parties. The online foreclosure auctions provided by Bid4Assets have been a continued success, so all parties would like to renew for the additional year. The attached affidavit of contract extension (Exhibit "A") formalizes the contract extension for the 2013 foreclosure auction. The affidavit has been reviewed and approved as to form by a Deputy Prosecuting Attorney from the PA's office.

SUMMARY

The Benton County Treasurer would like to exercise its option to renew the contract with Bid4Assets Inc. for one additional year (2013). The affidavit of contract extension needs to be signed by all parties, and is attached to this resolution as Exhibit "A".

RECOMMENDATION

It is recommended that the board pass the resolution and sign the affidavit of contract extension (Exhibit "A") so Bid4Assets can conduct the 2013 online foreclosure auction online.

FISCAL IMPACT

The contracted amount is the same as it was in 2012. The charges are \$125/parcel, and all costs are paid out of the Treasurer's O&M Fund (0112-101). No supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF A ONE YEAR CONTRACT EXTENSION WITH BID-4-ASSETS, INC. FOR THE CONDUCT OF THE 2013 REAL PROPERTY ONLINE FORECLOSURE SALE.

WHEREAS, the Board of County Commissioners approved an agreement with Bid-4-Assets Inc. by resolution 2012-195, providing online property tax foreclosure sales for 2012, with the option of renewing for one additional year with consent by all parties; and

WHEREAS, the online foreclosure sales have been a continued success and all parties involved would like to exercise the option to renew the contract for the 2013 online foreclosure sale; and

WHEREAS, the terms of the contract will be the same for 2013, at a cost per parcel of \$125; and

WHEREAS, the attached affidavit of contract extension (Exhibit "A") has been reviewed and approved as to form by a Deputy Prosecuting Attorney from the PA's office; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners is authorized to sign the affidavit of contract extension (Exhibit "A"), attached hereto and renew the contract with Bid-4-Assets Inc. for 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest:
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE FINAL 2013 - 2014 BENTON COUNTY BUDGETS

WHEREAS, after notice given pursuant to RCW 36.40 et. seq. the first public hearing on the 2013 - 2014 budgets was held on December 18, 2012 for the purpose of fixing the final budgets; NOW THEREFORE,

BE IT RESOLVED, the 2013 - 2014 Benton County budgets are adopted at the line item level for the agency expenses (0000's), salaries & wages (1000's), benefits (2000's), supplies (3000's), other services and charges (4000's), intergovernmental services (5000's), and capital outlay (6000's), excluding County Road (Fund No. 0101-101) and Equipment Rental & Revolving (Fund No. 0501-101), which are adopted at the category level; and,

BE IT FURTHER RESOLVED, each department is required to account for expenditures and revenues within the BARS-assigned account numbers including the prime and base sub-field, element and sub-element field, and unit and sub-unit field as detailed by each departmental budget; and,

BE IT FURTHER RESOLVED per the detailed attachments to this resolution, the Benton County budgets for 2013 - 2014 are hereby adopted:

Total Current Expense Revenues	\$113,560,428
Total Current Expense Expenditures	\$113,636,766
To Balance	\$ 76,338
Total Road Fund Revenues	\$ 29,584,827
Total Road Fund Expenditures	\$ 31,216,720
To Balance	\$ 1,631,893
Total Other Funds Revenues	\$ 89,938,526
Total Other Funds Expenditures	\$119,391,772
To Balance	\$ 29,453,246
Total Revenues	\$233,083,781
Total Expenditures	\$264,245,258
To Balance	\$ 31,161,477

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY, WASHINGTON
 2013 - 2014 Current Expense Budget - Final
 Revenues, Expenditures and Fund Balance
 December 18, 2012

	2011-2012 Supplemented Budget*	2013-2014 Initial Baseline	2013-2014 Adjusted Baseline	Final Revisions	2013-2014 Adjusted Budget	2013-2014 Versus 2011-2012
Estimated Beginning Fund Balance	\$7,100,000	\$7,300,000	\$7,300,000	\$0	\$7,300,000	
Revenues:						
Real and Personal Property Taxes	\$35,049,656	\$37,189,805	\$37,795,800	\$402,778	\$38,198,578	
Admin Refunds & Refund Levy Transfers	489,772	47,000	47,000	13,000	60,000	
Diverted Road Taxes	1,004,314	1,037,678	1,033,383	17,690	1,051,073	
Retail Sales and Use Taxes	14,200,000	15,910,000	16,288,764	0	16,288,764	
Retail Sales and Use Taxes-Criminal Justice	1,708,000	1,899,748	1,833,644	0	1,833,644	
Other Taxes	728,400	728,500	808,500	0	808,500	
Licenses and Permits	96,000	136,975	136,975	0	136,975	
Intergovernmental Revenues	33,650,332	8,243,805	8,265,717	0	8,265,717	
Charges for Services	7,817,395	33,116,015	33,045,731	(404,695)	32,641,036	
Fines and Forfeitures	7,464,201	7,067,195	7,180,195	8,000	7,188,195	
Miscellaneous Revenues	4,117,188	3,159,388	3,209,388	0	3,209,388	
Other Financing Sources	\$4,030,564	\$3,309,000	\$3,855,558	\$23,000	\$3,878,558	
Total Revenues	\$110,355,822	\$111,845,109	\$113,500,655	\$59,773	\$113,560,428	2.9%
Expenditures:						
Assessor	\$4,379,146	\$4,467,529	\$4,473,156	(\$6,000)	\$4,467,156	2.0%
Auditor	3,153,776	3,156,311	3,195,456	0	3,195,456	1.3%
Board of Equalization	79,458	80,583	80,753	0	80,753	1.6%
Civil Service	168,617	151,227	151,359	(37,700)	113,659	(32.6%)
Clerk	4,246,247	4,332,987	4,362,461	(30,000)	4,332,461	2.0%
Commissioners	2,306,528	2,572,515	2,378,069	0	2,378,069	3.1%
WSU Extension	557,016	563,265	565,103	0	565,103	1.5%
Coroner	698,217	729,390	729,826	0	729,826	4.5%
Facilities	4,206,393	4,180,107	4,181,676	(137,775)	4,043,901	(3.9%)
District Court	6,235,924	6,378,418	6,378,133	0	6,378,133	2.3%
LEOFF 1	438,664	438,664	488,536	(17,536)	471,000	7.4%
Non-Departmental	9,790,634	9,050,229	10,900,198	(487,320)	10,412,878	6.4%
Planning	1,412,212	1,485,727	1,486,780	(5,700)	1,481,080	4.9%
Prosecuting Attorney	8,521,094	8,730,864	8,785,405	(12,670)	8,772,735	3.0%
Sheriff Administration	1,804,591	1,920,632	1,926,836	0	1,926,836	6.8%
Sheriff C & R	1,072,847	1,227,546	1,229,043	0	1,229,043	14.6%
Sheriff Custody	31,088,909	33,700,228	33,632,231	(769,178)	32,863,053	5.7%
Sheriff Patrol	13,679,354	14,387,134	13,713,913	214,500	13,928,413	1.8%
Superior Court	4,830,614	4,899,314	4,903,733	(33,001)	4,870,732	0.8%
Treasurer	2,507,604	2,582,885	2,644,698	(6,000)	2,638,698	5.2%
Sheriff-Traffic Control	962,307	1,019,988	1,033,383	17,690	1,051,073	9.2%
Parks	466,232	380,574	380,646	(1,936)	378,710	(18.8%)
Personnel	563,959	541,417	542,270	(1,000)	541,270	(4.0%)
TB Hospital	140,850	140,850	140,850	0	140,850	0.0%
GIS	641,367	671,297	674,456	(3,542)	670,914	4.6%
Office of Public Defense	4,878,499	4,764,041	5,093,689	(9,550)	5,084,139	4.2%
Animal Control	413,851	442,834	448,167	0	448,167	8.3%
Adult & Juvenile Drug Court	\$404,170	\$442,658	\$442,658	\$0	\$442,658	9.5%
Total Expenditures	\$109,649,080	\$113,439,214	\$114,963,484	(\$1,326,718)	\$113,636,766	3.6%
Net Increase/(Decrease) to Fund Balance	\$706,742	(\$1,594,105)	(\$1,462,829)	\$1,386,491	(\$76,338)	
Estimated Ending Fund Balance	\$7,806,742	\$5,705,895	\$5,837,171	\$1,386,491	\$7,223,662	

*Original budget plus supplements through 6/30/12. Adjustments were made to expenditures in order to accurately compare 2011-2012 versus 2013-2014.

BENTON COUNTY, WASHINGTON
Consolidated Budget
For Period January 1, 2013 through December 31, 2014
December 18, 2012

Fund	Fund Number	Estimated Beginning Fund Balance 1/1/13	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures (other than transfers)	Transfer to Active Funds	Estimated Ending Fund Balance 12/31/14
Current Expense	0000-101	\$7,300,000	\$39,249,651	\$70,435,219	\$3,875,558	\$120,860,428	105,991,892	7,644,874	\$7,223,662
County Road	0101-101	1,631,893	10,699,300	16,765,852	2,119,675	31,216,720	31,216,720	0	0
County Road Improvement	0101-102	1,110,000	0	1,571,000	0	2,681,000	0	1,965,000	716,000
Flood Control	0103-101	58,644	0	2,150	0	60,794	0	60,794	0
Veterans' Assistance	0104-101	140,000	330,600	6,500	0	477,100	328,763	0	148,337
Auditor's O&M	0106-101	453,769	0	360,000	0	813,769	813,769	0	0
Human Services	0108-101	4,300,000	696,000	17,577,030	6,200	22,579,230	21,685,513	66,000	827,717
Treasurer's Investment Pool	0109-101	20,000	0	74,027	0	94,027	93,386	0	641
Park Development	0110-102	306,000	0	56,400	0	362,400	362,400	0	0
Election Reserve	0111-101	1,262,004	0	848,775	267,696	2,378,475	1,881,079	0	497,396
Treasurer's O&M	0112-101	150,783	0	274,500	0	425,283	345,462	0	79,821
Paths & Trails Reserve	0114-101	63,750	0	30,131	0	93,881	0	93,881	0
Juvenile Center	0115-101	1,122,244	0	7,183,343	7,661,127	15,966,714	15,666,908	0	299,806
Inmate Benevolence	0116-101	300,000	0	1,385,394	0	1,685,394	1,298,480	0	386,914
Juvenile Kitchen	0117-101	Moved to Juvenile Center 0115-101 Dept. 175							
Crime Victim Comp	0120-101	200,379	0	504,148	0	704,527	631,713	0	72,814
Fairgrounds Improvements	0123-101	Moved to Fairgrounds Operating Budget 0124-101							
Fairgrounds Operating Budget	0124-101	782,000	0	555,098	930,000	2,267,098	2,130,531	0	136,567
Sheriff Investigative	0126-101	170,000	0	20,000	0	190,000	137,590	0	52,410
Canine/Boat Patrol	0127-101	95,500	0	177,500	0	273,000	264,248	0	8,752
Treasurer Service Fund	0128-101	705	0	705	0	1,410	705	0	705
REET Technology	0129-101	80,000	0	0	0	80,000	80,000	0	0
1/4% Real Estate Excise Tax	0130-101	1,450,000	0	600,000	0	2,050,000	0	1,127,250	922,750
Probation Assessment	0131-101	529,454	0	1,104,930	0	1,634,384	1,218,614	0	415,770
Central Services Cmptr Replace	0132-101	1,599,900	0	600,513	0	2,200,413	0	1,022,800	1,177,613
1/10% CJ Jail-Juvenile	0133-101	8,600,000	0	6,240,000	0	14,840,000	200,000	4,785,278	9,854,722
Noxious Weed Control	0134-101	0	0	504,600	0	504,600	451,388	0	53,212
Sustainable Development	0135-101	504,489	0	140,000	0	644,489	428,544	0	215,945
Courthouse Facilitator	0136-101	35,000	0	120,900	0	155,900	148,109	0	7,791
Family Services	0138-101	30,000	0	57,420	0	87,420	87,420	0	0
Family Services Superior Court	0140-101	22,000	0	20,000	0	42,000	0	40,000	2,000
Jail Depreciation Reserve	0142-101	953,873	0	113,230	245,768	1,312,871	940,484	0	372,387
Distressed County Tax Credit	0143-101	\$111,752	\$0	\$0	\$0	\$111,752	\$111,752	\$0	\$0

BENTON COUNTY, WASHINGTON
Consolidated Budget
For Period January 1, 2013 through December 31, 2014
December 18, 2012

Fund	Fund Number	Estimated Beginning Fund Balance 1/1/13	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures (other than transfers)	Transfer to Active Funds	Estimated Ending Fund Balance 12/31/14
Rural County Capital Fund	0144-101	\$9,000,000	\$0	\$5,900,000	\$0	\$14,900,000	\$400,000	\$4,075,400	\$10,424,600
Clerk's Collection	0146-101	1,080,000	0	1,400,000	0	2,480,000	1,050,563	0	1,429,437
Protective Inspection Services	0149-101	115,636	0	1,323,795	49,361	1,488,792	1,435,680	0	53,112
Pest Board	0150-101	85,000	0	186,966	0	271,966	271,966	0	0
Work Crew Replacement	0151-101	178,000	0	70,000	0	248,000	68,229	0	179,771
State Housing	0152-101	1,700,000	0	342,000	0	2,042,000	2,021,600	0	20,400
VIT Impact	0153-101	3,800,000	0	1,700,000	0	5,500,000	300,000	769,558	4,430,442
Homeless Housing & Assistance	0154-101	1,500,000	0	1,632,000	0	3,132,000	3,125,312	0	6,688
Solid Waste Collection	0155-101	685,000	0	601,400	0	1,286,400	815,211	0	471,189
Trial Court Improvement	0156-101	50,000	0	316,000	0	366,000	240,000	0	126,000
Historical Preservation Fund	0157-101	95,385	0	80,000	0	175,385	175,385	0	0
Domestic Violence Assessment	0158-101	27,750	0	8,925	0	36,675	31,172	0	5,503
CRID #11 & 12	0270-201	2,200	0	57,616	0	59,816	56,606	0	3,210
CRID 15	0271-201	5,000	0	84,454	0	89,454	86,838	0	2,616
CRID 16	0272-201	5,000	0	14,244	0	19,244	18,544	0	700
CRID 21	0273-201	0	0	0	0	0	0	0	0
Health Building Bond	0298-201	65,613	0	632,400	397,250	1,095,263	1,029,650	0	65,613
Justice Center Bond Fund	0299-101	1,317,486	0	0	5,075,400	6,392,886	5,075,400	0	1,317,486
Detox Center Construction	0303-401	17,200	0	300	0	17,500	17,200	0	300
Capital Projects	0305-101	22,700,237	0	1,473,000	0	24,173,237	16,500,000	0	7,673,237
Equipment Rental & Revolving	0501-101	4,625,700	0	4,798,500	0	9,424,200	9,424,200	0	0
Central Services	0502-101	887,400	0	5,751,900	1,022,800	7,662,100	6,819,410	0	842,690
Workmen's Compensation	0503-101	2,698,384	0	2,236,492	0	4,934,876	2,016,004	0	2,918,872
Insurance Management	0504-101	1,675,352	0	3,273,320	0	4,948,672	3,190,965	0	1,757,707
Accumulated Leave	0505-101	600,000	0	1,160,302	0	1,760,302	1,760,302	0	0
Weed District #1	6314-101	0	0	50,800	0	50,800	50,800	0	0
County Road Suspense	6428-101	40,000	0	30,000	0	70,000	70,000	0	0
DID 10	6910-101	\$24,300	\$0	\$3,616	\$0	\$27,916	\$27,916	\$0	\$0
GRAND TOTALS		\$86,364,782	\$50,975,551	\$160,457,395	\$21,650,835	\$319,448,563	\$242,594,423	\$21,650,835	\$55,203,305

Steven W. Becken
Public Works Manager

Daniel S. Ford, P.E.
County Engineer

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Benton County

Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

December 18, 2012

Board of Benton County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed C.R.I.D. #23 Willamette Heights Section 8

Commissioners:

As per Resolution #2012-691, dated November 20, 2012, the following report is offered:

A petition to form a County Road Improvement District (CRID) was received on August 8, 2012. The proposed CRID is located in Willamette Heights Section 8, and is comprised of the following six (6) roads:

MT ADAMS VIEW ROAD from the existing end of asphalt easterly to Artemus Ridge Avenue;
38th AVENUE from West Richland City Limits, northerly to the West Richland City Limits;
ARTEMUS RIDGE AVENUE from Mt Adams View Drive to Atlas Street Northerly;
ATLAS STREET from Artemus Ridge Avenue westerly approximately 1,000 feet.

The petitioners have requested that the roads be constructed to County standards. The total length of all the roads is approximately 1.87 miles and the preliminary estimated cost of the road is \$2,081,160.00; which includes cost for purchasing the entire right of way, administration, preliminary engineering, construction of the roads, utility pole relocation, construction inspection and testing, and all surveying. Preliminary assessments were determined on a per parcel at \$21,455.26 per parcel regardless of size.

Certification of a valid petition (50% minimum) on September 26, 2012 consisted of: 57.74% area by ownership and 62.92% by road front footage. There are 97 Parcels within in the C.R.I.D. #23 boundaries.

All landowners were notified by letters of the date of the Public Hearing, their estimated assessment, and the method to add their name to or withdraw their name from the petition. (This withdrawal method is only available for landowners that signed the petition.) The RCWs require that the petition contain a majority by both area and front footage to be a valid petition. As of today, no landowner who signed the petition has asked to have their names removed from the petition. The landowners who signed the petition have until 5:00 p.m., Monday, December 17, 2012 to either add or withdraw their name from the petition. You will be informed at the public hearing of any additions to or withdrawals from the petition and how that affects the petition.

Wesley and Kathleen Lawrence, owners of Lot 31 which is within the West Richland City Limits, were signers on the petition for the formation of CRID 22, the last attempt to construct roads by way of a CRID in this area. Being in the City they cannot be assessed unless they request assessment, which they did with CRID 22. They have not sent in a request this time but we are assuming that they would want to be a part of CRID 23. This will be verified if the CRID is formed. A copy of their original letter is attached.

Similarly, the Richland School District supported the formation of CRID 22. We are assuming that they would also support CRID 23 and a copy of their original letter is attached.

City of West Richland Mayor Donna Noski has also sent in a letter of support for the project. A copy of that letter is attached.

Letters of support from Roger & Lani Whitlock, Andrew & Diane Stevens and Greg & Karen Buck have also been received. Copies of these letters are attached.

The owners of Lot 152, Rosena Latta and James Miller have asked to withdraw their names from the petition. They did not sign the petition and are already considered a "No" vote. The percentages did not change based upon their request. Their letter is not included.

A mini-petition was received signed by the owners of Lots 38, 39, 40 and 61 requesting that the cul de sac on Atlas Street be relocated to the East at least two lots. Those landowners did not sign the petition requesting the CRID and will not use the roads within the CRID for access. They have easements that run to the North and will continue to use them. A copy of their petition and photos are attached.

The owner of Lot 38, Cecil Kindle has requested that his lot be excluded from the CRID. He states that he uses the access easement to the North of his property and would not be using the roads to the South. All of his travel is to the north of his property and he has included attachments for your review supporting his request for exclusion. A copy of his letter is attached.

The owners of Lot 39, Tom and Lynda Edmundson, have requested their lot be excluded from the CRID. They state that they use the access easement to the North of their property and would not be using the roads to the South. All of their travel is to the north of their property. A copy of their letter is attached.

The owners of Lot 88, David & Marie Skeath, have requested that they be excluded from the proposed district. The Skeath's access is to the West using Kiger Street, a City street as their access point. While it is possible that they could access 38th Avenue, their home has been set up to access Kiger. They are also requesting that only 38th Avenue be paved. A copy of the letter and a map showing the Skeath property is attached.

To have a lot withdrawn from the district, at least two of the three Commissioners must find that the lot does not receive a benefit from the construction of the roads. We will address each lot individually prior to your deliberations on forming the district. When a lot is withdrawn from the district, the assessment for that lot is spread out over the remaining lots.

This office recommends approval of the formation of C.R.I.D. #23 with the following modification:

The owners of Lots 38, 39, and 61 are opposed to the construction of Atlas Road adjacent their lots. These lots have access via privately maintained roads to the North and will not be using the roads within the CRID to access their properties. It has been stated that a second access is required for long dead end roads. While this is preferred, it is not an absolute. The Fire Marshall will require a second access if fifty (50) or more lots are using the dead end road. It appears that there are approximately 40 parcels using this road.

Our concern is that the Artemus Ridge landowners would start using Atlas Road as a short cut to 38th Avenue and on into West Richland. From the cul de sac, they would proceed North on the privately maintained road between lots 38 and 39. They would then either use the privately maintained road along the North line of lot 39, which does not have a public right of way or Andalusian Road which is also privately maintained to gain access to 38th Avenue.

We have been informed by a petitioner that the landowners on the privately maintained rights of way for Andalusian Road and 38th Avenue have agreed to form an LID in the City to construct those roads. Roscoe Slade, City of West Richland contacted the landowners and did not find support for this. On the South end of the project, 8 lots front 38th Avenue. Only three supported an LID. On the North end of the project, four lots front 38th Avenue. None of them supported an LID. On Andalusian, two of the nine lots supported an LID.

Because the road between Lots 38 & 39 was excluded from the CRID and because the landowners adjacent to the privately maintained roads within the City do not appear to support an LID, we do not believe that we should construct a road that would encourage additional use of the private roads. To discourage the use of those roads we would recommend that the cul de sac on Atlas Road be placed at the corner common to Lots 36, 37, 62 and 63. This would alleviate our concerns of connecting County roads to privately maintained roads, yet would provide a turnaround for emergency vehicles, garbage trucks, etc.

The City abuts both the North and South ends of 38th Avenue. If the CRID is approved, the portion of 38th within the County will be paved. When the street enters the City on both ends, the street will be gravel and presumably privately maintained. If the City does not pave the portions of 38th within the City limits, increased usage of 38th by residents to the South of Willamette Heights could lead to rapid degradation of the gravel portion of the road. At this time the City has not committed to the reconstruction of their portions of 38th Avenue.

Dependent upon the amount and type of testimony at the public hearing, it may be prudent to continue the hearing to a future meeting. There may be questions asked that Staff will need to research before giving an answer or you may just need additional time to formulate your final decision. If you do continue the hearing, because Commissioner Bowman is retiring at the end of December, a final decision should be delayed until at least January 15, 2013. This would allow us time to bring Commissioner Delvin up to speed on the proposed CRID.

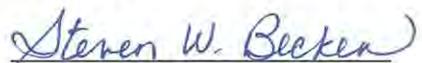
Board of County Commissioners

December 18, 2012

Page 4

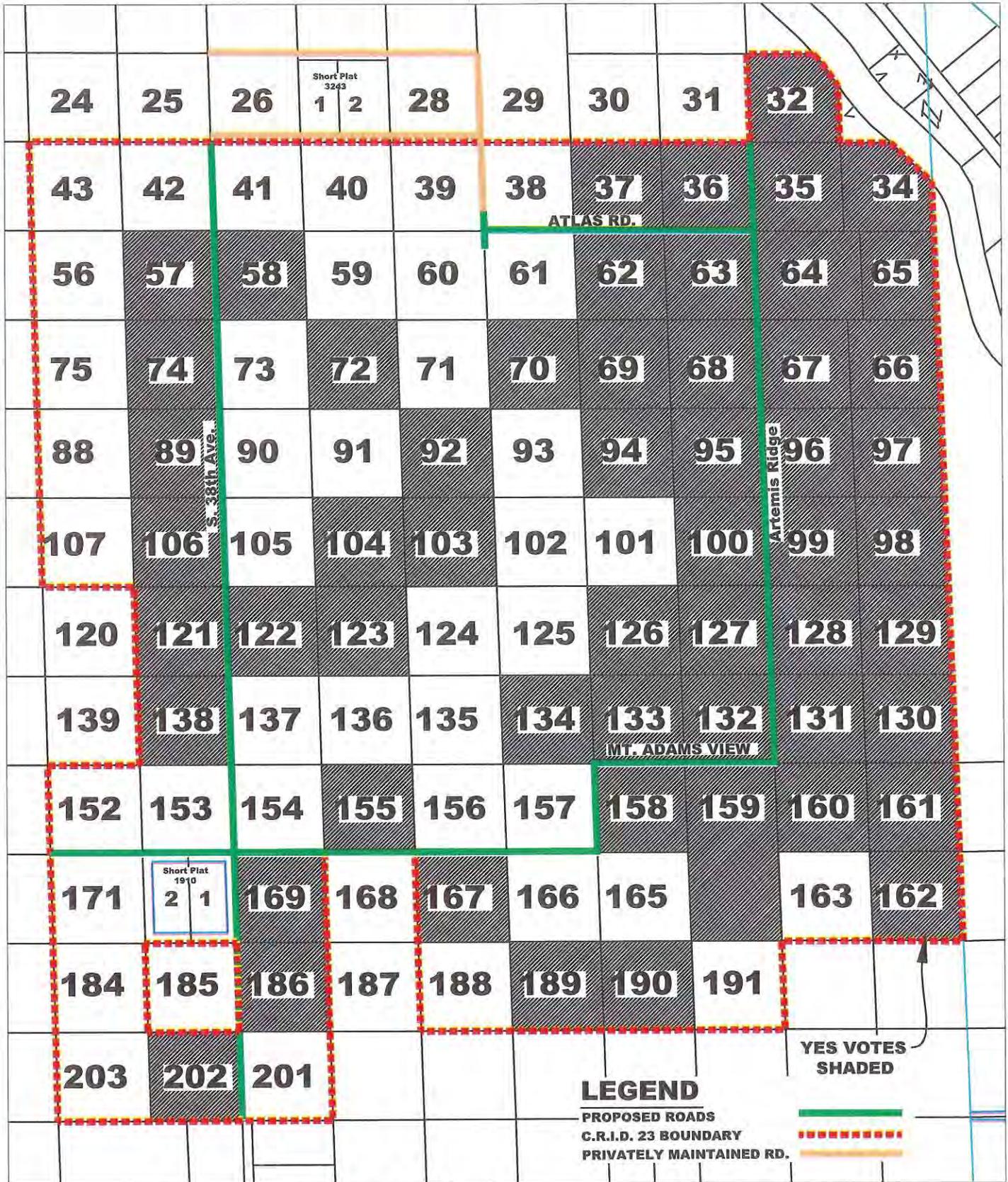
If, after hearing today's testimony, the Board is prepared to make a decision and it is the intent of the Board to deny the formation of CRID #23, we would recommend making the motion to deny the formation of CRID #23 upon conclusion of your deliberations and based upon your findings to support denial. If it is the intent of the Board to approve the formation of CRID #23, before a final motion is made, we will need answers to the following questions: Which version of Atlas Road do you support? For the lots that have requested exclusion from the CRID, you will be asked to address each lot individually to determine whether or not there is a benefit to that lot to be included in the CRID. To exclude a lot, at least two of the Commissioners will need to agree that there is no benefit to that lot.

Sincerely,



Steven W. Becken

Public Works Manager



PROPOSED C.R.I.D WILLIAMETTE HEIGHTS SECTION 8

<u>BENTON CO. AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12/18/12	Execute Contract _____	Consent Agenda _____
Subject: Judicial Position	Pass Resolution _____	Public Hearing <u> X </u>
Prepared by: Pat Austin	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion <u> X </u>	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Judicial Position – The Superior Court has informed the County Commissioners for the past few years that an additional judicial position would be needed in the near future based on internal assessment, population growth and, more importantly, the assessment by the Administrative Office of the Courts. The Administrative Office of the Courts’ most recent statistics estimate the Benton & Franklin County Superior Court need at 9.87 judicial officers (see attached.) The Court currently has 8.50 judicial officers. The Court is here today to discuss this request with the County Commissioners and request their support through the legislative process to approve an additional judicial officer and to allow funding to be approved by local county officials in 2014 or, if necessary, at a later date with an appropriate sunset clause. Please see attached letter provided to Callie Dietz, State Court Administrator and information regarding the legislative process provided by Mellani McAleenan who serves as legislative liaison for the Board of Judicial Administration.

The Court is requesting a formal letter in support of the additional judicial position be signed and sent to the Board of Judicial Administration (please see attached draft for your letterhead).

SUMMARY

See above

RECOMMENDATION

Recommend that the Benton County Commissioners write a letter of support to the Board of Judicial Administration for an additional judicial position to be funded in 2014 or a date to be determined by the Bi-County Boards of County Commissioners.

FISCAL IMPACT

Judicial Position – zero fiscal impact at this time and to be determined by the Boards of County Commissioners at a future date.

MOTION

I move to have the Benton County Commissioners write a letter of support to the Board of Judicial Administration for an additional judicial position to be funded in 2014 or a date to be determined by the Bi-County Boards of County Commissioners.

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 18 Dec 2012 Subject: Tri-Cities Airport Memo Date: 10 Dec 2012 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY & BACKGROUND

The Port of Pasco is looking ahead to further expansion of the Tri-Cities Airport, including extension of at least one of the runways in order to accommodate larger aircraft in the future. The Port is applying for a Hanford Area Economic Investment Fund loan to assist with the purchase of property around the airport with the expansion aim in mind. The Port has requested Benton County support of their efforts. Attached is a draft letter of support for Commissioner discussion and possible action.

FISCAL IMPACT

None.

#

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



December 18, 2012

Jim Toomey
Port of Pasco
Post Office Box 769
Pasco, Washington 99301

Re: Tri-Cities Airport Runway Extension

Dear Mr. Toomey:

Benton County supports the Port of Pasco's application for a loan through the *Hanford Area Economic Investment Fund Loan Program* to purchase land for future runway extension at the Tri-Cities Airport. Extension of the runway(s) will be needed to accommodate larger jet aircraft that will begin flying into the Tri-Cities as our population and industrial base grows.

Over the past five years, passenger boardings at the Tri-Cities Airport have increased nearly 50% to 330,000 passengers annually; and this is expected to more than double over the next 20 years. We support the Port's efforts to expand our regional airport to meet this growing demand, both on the airfield for larger jet aircraft, and at the terminal for more passengers.

Many smaller commercial airports within our region are *losing* commercial air service as airlines move to larger aircraft and the facilities that can support those aircraft. By planning for a future runway extension and terminal expansion, the Tri-Cities can further cement itself as the air service hub of the greater Mid-Columbia region.

Air travel is a critical part of the business backbone of commerce, research, and industry. Having an airport that is competitive in the 21st Century marketplace in regards to facilities, support options, and destinations served is key to keeping the Tri-Cities well-positioned in that marketplace. Expanding airport facilities will ensure that new flights, and the businesses that come with them, will land in Pasco.

Again, we support the Port's efforts to expand the Tri-Cities Airport to preserve our region's ability to remain competitive and attractive for retaining existing partners and recruiting new commercial air service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

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cc: *TRIDEC, TCVCB, Benton County Sustainable Development*