

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, August 21, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ August 14, 2012

Review Agenda

Consent Agenda

### BOE

a. Notice of Approval to Hear Property Tax Appeals

#### Commissioners

b. Line Item Transfer, Fund No. 0000-101, Dept. 107

c. Amended Travel Policy; Rescinding Resolutions 11-294 & 11-561

d. Family Day Proclamation

#### Facilities

e. Agreement w/ABM Janitorial, South Central, Inc. for Janitorial Services

f. Contract w/River City Environmental, Inc. to Clean Grease Trap @ the Jail

#### Human Services

g. Contract w/Benton Franklin Community Action Connections

h. Contract w/Oxarc, Inc. to Provide Fire Extinguisher Services for Crisis Response Unit

#### Juvenile

i. Truancy Contract w/Richland School District

j. Agreement w/State of WA, Administrative Office of the Courts for BECCA Programs

k. Contract w/J Blanco for Family Therapy Services

#### Office of Public Defense

l. Termination of Superior Court Legal Financial Obligations Contract w/J Lilly

#### Public Works

m. Reimbursement Agreement w/Northwest Pipeline GP for Crossing Existing High Pressure Gas Lines

n. Memorandum of Understanding w/Northwest Pipeline GP for Crossing Existing High Pressure Gas Lines

o. Order and Agreement for Nonexclusive Franchise to Level 3 Communications, LLC

**Sheriff**

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

**Public Hearing:**

**Benton** Conservation District Assessment – A Fyall

**Unscheduled Visitors  
Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, August 14, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Donna Holmes, Solid Waste; Sheriff Steve Keane; Sgt. Trevino; DPA Steve Hallstrom; Jacki Lahtinen; Clerk Josie Delvin; Central Services Manager Randy Reid; DPA Ryan Brown; Erhiza Rivera, Deputy Treasurer; Rosie Sparks, Auditor's Office.

**Approval of Minutes**

The Minutes of August 7, 2012 were approved.

**Consent Agenda**

**MOTION:** Commissioner Small moved to approve the consent agenda items "a"- "l". Chairman Beaver requested item "k" (HDR Engineering Contract) be pulled for discussion. Commissioner Bowman seconded and upon vote, the Board approved the following:

**Central Services**

- a. Line Item Transfer, Fund No. 0502-101, Dept. 000

**Coroner**

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

**Fairgrounds**

- c. Authorization for Architectural & Engineering Services for Grandstand Facility Roof
- d. Bid Award for Purchase of John Deere Compact Excavator

**Human Services**

- e. Contract w/WA State Dept of Commerce for Community Development Block Grant

**Office of Public Defense**

- f. Line Item Transfer, Fund No. 0000-101, Dept. 136
- g. Service Agreement w/J Azure for Indigent Legal Financial Obligations Docket
- h. Amended Agreement w/J Lilly for Indigent Legal Financial Obligations Docket

### **Public Works**

- i. Line Item Transfer, Fund No. 0501-101, Dept. 650
- j. Line Item Transfer, Fund No. 0155-101, Dept. 000

### **Superior Court**

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

### **Gang Task Force Update**

Sheriff Keane and Sgt. Trevino updated the Board on recent activities of the gang task force. Sgt. Trevino said they were still focusing on intervention, prevention and suppression and discussed the importance of collaboration and outreach programs. He indicated it had been very helpful to have the analyst join the team to address specific issues in a timely manner.

He said they had recorded 127 gang documentation forms through June of this year and had only tracked 41 for the entire year of 2011 so they were better able to track the gang members. Additionally, the calls for service had increased due to the collaborative effort (individuals were seeing gang activity and now reporting it).

He indicated they assisted with the Hogs & Dogs community event and would be making a physical presence at the Benton-Franklin Fair.

Additionally, they would now be focusing on narcotics and discussed a new outreach program that would be using prior gang members to pressure current members to get out of the gangs. There was a brief discussion on meth labs and it was indicated they didn't come across active meth labs in this area anymore (the drugs were coming from other areas (south)). Additionally, the gang units' focus was different than the high level efforts dealing with trafficking into this area.

### **Item "k" – Contract Amendment w/HDR Engineering for Feasibility Study of Waste Facility**

Chairman Beaver said he was concerned about the County's ability to pay for a facility and he didn't want give an impression that once the study was done, that the County would be paying for a new building.

Commissioner Bowman asked about the amount of the contract and it was stated the initial contact was \$120,000 and the new amount was an additional \$30,000. Ms. Holmes said the initial search was complete and the properties that were researched were not viable options to do any planning. Therefore, they needed to check other options and privately owned properties. She said they just signed a grant that would allow \$125,000 to purchase a piece of property if available. However, they were not eligible for a trust fund loan due to the fact the County did not have a greenhouse gas policy. She said there was not currently any plan or funding for a new building by the cities and the counties and they were all struggling to find the answer. She indicated they were just trying to find a way to get a permanent facility (maybe just a piece of

property to have someone else come in and provide service or maybe a minimum building to begin the process.)

Commissioner Small said there was a concern the County might be on the hook and it didn't want to go forward with that possibility. Commissioner Bowman said he would be in favor with the understanding they were not committing to building.

**MOTION:** Commissioner Bowman moved to approve the contract amendment with HDR Engineering. Commissioner Small seconded.

### Discussion

Chairman Beaver said he would not be moving forward on a trust fund loan or debt on a new facility. He said the study and presentation were excellent; it was not a reflection of the study but he was just concerned about priorities.

Upon vote, the motion carried unanimously.

### Unscheduled Visitors

Cecil Kendall, West Richland, gave the Board some information on how an Oregon county was getting more money (just FYI). Also, he said it was his understanding from a discussion at a previous meeting that the County budget was approximately 80% criminal justice. He said without attending a Commissioner meeting he would not have known that information and he wanted the meetings to continue and he thought Commissioner Bowman previously suggested the County not hold regular meetings. Commissioner Bowman said he meant that he didn't know how much it cost to run the commissioner meetings and it was not a suggestion to stop, only a comment that the County needed to look at ways to save money, and maybe having less meetings would be one way to save.

### Commissioner Assignment Update

Commissioner Small reported on his attendance at the WSU Viticulture field day and Wine and Food Fest at the Clore Center. Additionally, he attended a meeting regarding the creation of Hanford (Atomic Age Celebration).

Commissioner Bowman said he previously made a suggestion regarding a mosquito control board but apparently there was a process in place that the County was following. He attended the RTPO meeting in Walla Walla (the federal government was now saying that Walla Walla was too big to be with Benton and Franklin counties) and would have to partner with Umatilla and Milton Freewater.

Additionally, he met with Senator Cantwell's staff and toured around Red Mountain and Benton City Interchange. He would be meeting today with Senator Ann Rivers to tour Walter Clore and Red Mountain. Additionally, next Monday would be meeting with Senator Hewitt, Rep. Walsh and Rep. Healy to tour the fish hatchery and WSU research center.

Chairman Beaver reported on his attendance at the Atomic Age Celebration and the exit interview with the State Auditor (and thanked Van Petty). Additionally, he thanked Sheriff Keane for his work on the gang task force.

**Executive Session – Labor Negotiations**

The Board went into executive session at 9:40 a.m. for up to 15 minutes with DPA Steve Hallstrom to discuss labor negotiations. Also present were Ryan Brown, Loretta Smith Kelty, Melina Wenner, David Sparks, and Cami McKenzie.

The Board came out at 9:52 a.m. Mr. Hallstrom said that no decisions were made.

**Vouchers**

Check Date: 08/10/2012  
Warrant #: 63106-63843  
PCards #: 0812  
Total all funds: \$646,962.77

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

**Resolutions**

- 2012-458: Line Item Transfer, Fund No. 0502-101, Dept. 000
- 2012-459: Line Item Transfer, Fund No. 0000-101, Dept. 109
- 2012-460: Authorization for Architectural & Engineering Services for Grandstand Facility Roof
- 2012-461: Bid Award for Purchase of John Deere Compact Excavator
- 2012-462: Contract w/WA State Dept of Commerce for Community Development Block Grant
- 2012-463: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2012-464: Service Agreement w/J Azure for Indigent Legal Financial Obligations Docket
- 2012-465: Amended Agreement w/J Lilly for Indigent Legal Financial Obligations Docket
- 2012-466: Line Item Transfer, Fund No. 0501-101, Dept. 650
- 2012-467: Line Item Transfer, Fund No. 0155-101, Dept. 000
- 2012-468: Line Item Transfer, Fund No. 0000-101, Dept. 123
- 2012-469: First Professional Service Contract Amendment Between HDR Engineering and Benton County to Prepare a Feasibility Study – Future Moderate Risk Waste Facility

There being no further business before the Board, the meeting adjourned at approximately 9:53 a.m.

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Clerk of the Board

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Chairman

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BOARD OF COMMISSIONERS TO SIGN A NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS**

**WHEREAS** The county Board of Equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010),

**WHEREAS**, the county Board of Equalization has received 90 appeals as of August 15, 2012 and requests the Board of Benton County Commissioners to approve additional property tax appeal hearings as is permitted by RCW 84.48.010; **NOW THEREFORE**,

**BE IT RESOLVED** that the Benton County Board of Commissioners approves additional property tax appeal hearings and is hereby authorized to sign the attached Notice of Approval to Hear Property Tax Appeals.

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

**NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS**  
**BENTON           COUNTY LEGISLATIVE AUTHORITY**

**The county board of equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)**

Pursuant to RCW 84.48.010, the   Benton   County Legislative Authority hereby approves the           Benton           County Board of Equalization's request to convene for the purpose of hearing property tax appeals for the current year. This approval is based on a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, (yr) \_\_\_\_\_.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 08/21/12	Execute Contract _____	Consent Agenda XXX
Subject: Line Item Transfer	Pass Resolution XXX	Public Hearing
Prepared by: Marilu Flores	Pass Ordinance _____	1st Discussion
Reviewed by: L Smith Kelty	Pass Motion _____	2nd Discussion
	Other _____	Other

**BACKGROUND INFORMATION**

Requests made since the adoption of the 2011 – 2012 budget resulted in changes made to the quarterly Central Services chargeback due to the addition of smart phones. A line item transfer in the amount of \$2204 is necessary to process the final payment of the chargeback due in October 2012.

**RECOMMENDATION**

Approve line item transfer in the amount of \$2204 in order to process 4<sup>th</sup> quarter chargeback to Central Services.

**FISCAL IMPACT**

Absorbed within Commissioners' budget.

**MOTION**

na - 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 107.

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, M Flores

Flores

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:  Dept Nbr:   
 Fund Name:  Fund Nbr:

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
511.100	3101	Office Supplies	\$2,204	511.100	9101	Data Processing Administration	\$2,204
TOTAL			\$2,204	TOTAL			\$2,204

**Explanation:**

Requests made since the adoption of the 2011-2012 budget resulted in changes made to the quarterly Central Services chargeback due to the addition of smart phones. A line item transfer in the amount of \$2,204 is necessary for final payment of the chargeback due in October 2012.

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; ADOPTING THE THIRD BUSINESS RELATED TRAVEL POLICY; RESCINDING RESOLUTIONS 11-294 and 11-561**

**WHEREAS**, on August 30, 2011 per Resolution 11-561 the Board of Commissioners adopted the Business Travel and Expense Policy Establishing Procedures and Guidelines for Reimbursement Related to County Travel; and

**WHEREAS**, since then the policy has been revised; and

**WHEREAS**, on May 9, 2011 per Resolution 11-294 provided for the Board of Commissioners and Auditor to administer and announce the current published mileage, lodging, per diem, and incidental rates for business related travel as posted at <http://www.gsa.gov/portal/category/21287>; and

**WHEREAS**, the breakdown for the meals shall follow the Office of Financial Management (OFM) State Administrative & Accounting Manual (SAAM) section 10.90.20 located at <http://www.ofm.wa.gov/policy/10.90#10.90.20>; and

**WHEREAS**, pursuant to RCW 2.36.150 and RCW 43.03.060, the mileage allowance paid for jury duty is prescribed by the Director of Financial Management; **NOW, THEREFORE**,

**BE IT RESOLVED**, that effective August 21, 2012 all Benton County Elected Officials, the County Administrator, Department Managers, County Employees and other travelers authorized to travel by the County shall be reimbursed all in accordance with the attached Travel Policy; and

**BE IT RESOLVED**, that effective October 1, 2011 the Board adopts the current fiscal year rates for Lodging and Per Diem as published by the General Services Administration (GSA) at <http://www.gsa.gov>; and

**BE IT FURTHER RESOLVED**, the breakdown for the meals shall follow the Office of Financial Management (OFM) State Administrative & Accounting Manual (SAAM) section 10.90.20 located at <http://www.ofm.wa.gov>; and

**BE IT FURTHER RESOLVED** that the established January 1, 2011 reimbursement rate for mileage shall be \$.51 per mile if use of privately owned automobile is authorized or if no Government owned automobile is available for any Benton County employees and other travelers authorized to travel by the County; and

**BE IT FURTHER RESOLVED**, Resolution No. 11-294 and Resolution No. 11-561 are hereby rescinded.

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

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**Chairman of the Board**

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**Chairman Pro-Tem**

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**Member**

Attest: .....  
Clerk of the Board

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

# **TRAVEL POLICY**

## **1.0 DEFINITIONS**

“Authorizing Individual” shall mean the appropriate Elected Official, County Administrator, Department Manager (or designee) who has fiscal responsibility for the travel budget in question.

“BOCC” shall mean the Board of County Commissioners.

“Day Travel” shall mean travel to location(s) outside of the “elected official only exclusion zone” or “exclusion zone” when the “traveler” does not stay in lodging away from their home for one or more nights.

“Elected Official Only Exclusion Zone” shall mean the area inside the oval depicted and illustrated in Exhibit “A” to this Policy.

“Exclusion Zone” shall mean the area inside the boundaries of Benton and Franklin Counties.

“Overnight Travel” shall mean travel to location(s) outside of the “elected official only exclusion zone” or “exclusion zone” when the “traveler” does stay in County reimbursed, employee paid, or free lodging away from their home for one or more nights.

“Travel Expense Reimbursement” shall mean County financial responsibility for certain registration, transportation, lodging, and meal costs related to travel for County business. This may be in the form of authorizing Travelers to use County credit cards or “P-cards” or in the form of financially reimbursing Travelers for expenses that they advance on behalf of County.

“Traveler” shall mean a person (not organization) meeting the criteria of Sections 1.2.1-1.2.2.

## **1.1 PURPOSE**

Benton County hereby adopts a policy to establish official procedures and guidelines for travel approved related costs and reimbursement of ordinary and reasonably necessary expenses of the Traveler, including; registration, transportation, lodging, and meal expenses incurred in performance of County related business.

It is the policy of Benton County that business travel and expenses are restricted to those activities that are reasonably necessary and clearly in the best interest of the County. All Travelers need to remain sensitive to the potential negative public perceptions regarding business expenses incurred by local government employees and to use prudence and good judgment when traveling at the County’s expense.

## **1.2 REIMBURSEMENT AUTHORIZATION/APPROVAL**

Travelers’ authorized/approved to receive travel expense reimbursements within budgetary restraints are restricted to the following:

## TRAVEL POLICY

- 1.2.1 Elected Officials, County Administrator, Department Managers, County employees and volunteers.
- 1.2.2 Members of Benton County Boards and/or Commissions.

No travel expense reimbursements will be made under any circumstances to any organizations.

### 1.3 TRAVEL AUTHORIZATION/APPROVAL

- 1.3.1 Authorizing Individual is responsible for pre-approving travel as required in this Section 1.3 even if some entity other than the County funds part or all of the expenses related to travel. In the case of Elected County Commissioner travel outside the “elected official only exclusion zone”, the BOCC, shall, by majority action, approve travel even if some entity other than the County funds part or all of the expenses related to travel.

Following BOCC’s approval to travel and subsequent review of the reimbursement document(s), per [RCW 36.32.310](#), the document(s) shall be filed with the Clerk of the Superior Court, be approved by a Superior Court Judge, and returned to the Commissioners’ Office for payment. All originals will then be sent to the Clerk of the Superior Court for filing purposes.

- 1.3.2 Pre-approval by an Authorizing Individual is required for all travel under the following circumstances:

- 1.3.2.1 Out-of-state travel; or

- 1.3.2.2 If within the State of Washington, to destinations outside the “exclusion zone”.

- 1.3.3 Authorizing Individual approving travel shall ensure that each Traveler has provided sufficient information about the proposed travel such that a determination can be made that travel pertains to official County business. To the extent available, pre-approval requests or reimbursement requests shall include a travel itinerary and/or printed material indicating the overall agenda or content of the subject of travel.
- 1.3.4 Authorizing Individual shall ensure availability of budgeted funds to pay travel expenses.
- 1.3.5 Authorizing Individual may approve reimbursement to Traveler for attendance at job-related seminars, conferences, conventions, training or other appearances so long as they pertain to County business.

## TRAVEL POLICY

1.3.6 Both BOCC and Auditor shall administer and announce the current published rates:

Mileage and lodging rates for business-related travel located at <http://www.gsa.gov>.

Meal per diem rates for business-related travel located at <http://www.ofm.wa.gov>.

The BOCC shall approve these rates by resolution.

### 1.4 REGISTRATION COSTS

1.4.1 Authorizing Individual shall reimburse Traveler or prepay registration for the meeting, conference, convention or work session for official County business.

1.4.2 Authorizing Individual may reimburse Traveler for any educational courses taken, including seminars, classes, trainings, etc. if it is deemed that the training will benefit the County, that it pertains to a County-related purpose, and the appropriate budget authority has been already established for this purpose.

### 1.5 TRANSPORTATION COSTS

1.5.1 Authorizing Individual shall reimburse Traveler the actual and reasonably necessary costs of transportation to conduct official County business as follows:

1.5.1.1 The method of transportation is by the most economical and safest mode, primarily by air, rail, and vehicle, available and the route most direct or advantageous to the County.

1.5.1.2 Unless less expensive fares unavailable, reimburse the cost of coach class fare for a given mode of travel.

1.5.1.3 Necessary taxi or public transportation costs.

1.5.1.4 To ensure cost efficiency, if the department has an assigned County vehicle, this vehicle shall be the primary method of travel, to the extent available. Authorizing Individual is responsible for arranging the use of a County vehicle or may approve the use of a leased/rented third-party vehicle for travel. When approving leased/rented third-party vehicles for Traveler conducting official County business:

1.5.1.4.1 Traveler shall obtain a government rate whenever possible.

1.5.1.4.2 Traveler shall lease/rent the standard third-party vehicle that adequately carries the person(s) and equipment needed for conducting County business.

## TRAVEL POLICY

1.5.1.4.3 Authorizing Individual shall not reimburse vehicle insurance offered by the leasing/rental agency per Risk Management's recommendation.

1.5.1.4.4 If a County vehicle or a leased/rented third-party vehicle is available, and the Traveler nevertheless chooses to use a personal vehicle, mileage will not be reimbursed.

1.5.1.5 When a County vehicle or a leased/rented third-party vehicle is not available for Traveler's use; the Authorizing Individual may approve the use of a personal vehicle and shall reimburse Traveler at the current approved mileage rate by resolution from the BOCC.

1.5.1.5.1 Mileage will not be reimbursed for that portion of a trip, which would be part of the normal commute.

1.5.1.5.2 If a non-bargaining employee is temporarily re-assigned to another office for the day, their travel to the new location is considered their commute time and will not be reimbursed. If a bargaining employee is temporarily re-assigned to another office for the day, follow their Collective Bargaining Agreement (CBA) regarding their travel.

1.5.2 Travelers driving a County vehicle or leased/rented third-party vehicle on County business shall follow the regulations of Resolution 86 104, the Policy regarding use of County vehicles.

1.5.3 Reimbursement shall be available for reasonably necessary parking and toll costs if detailed receipts are submitted.

1.5.4 Valet parking costs may only be reimbursed when no reasonable parking alternative is available or when it is the least expensive parking service available.

1.5.5 The Traveler shall provide a copy of vehicle insurance when using a private vehicle.

1.5.6 Only authorized/approved Travelers may ride in County vehicles or leased/rented third-party vehicles.

## 1.6 LODGING COSTS

1.6.1 Lodging within the "elected official only exclusion zone" will not be approved or reimbursed for Elected Officials and within the "exclusion zone" for the County Administrator, Department Managers, County employees, and volunteers.

## **TRAVEL POLICY**

- 1.6.2 Authorizing Individual may approve reimbursement request for actual lodging costs, plus tax, incurred for single occupancy up to the current lodging rate approved by resolution from the BOCC.
- 1.6.3 Lodging costs that are greater than the lodging limits approved by resolution from the BOCC may be approved if supported by a proper cost analysis. Such proper cost analysis should include the following factors:
  - 1.6.3.1 Travel logistics.
  - 1.6.3.2 Distance from event.
  - 1.6.3.3 Availability of transportation.
  - 1.6.3.4 Risk management, safety and security considerations.
- 1.6.4 Travelers approved to travel on County business may claim lodging costs from the night before the approved event starts through the night it ends if the cost analysis indicates it is cost efficient due to travel logistics, distance from the event, availability of transportation, and risk management, safety and security considerations or no available reasonably priced and timely return transportation exists. Proper cost analysis is required to be submitted with reimbursement.
- 1.6.5 If Traveler does not show for a hotel room, or conference, training, etc., they shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions).

## **1.7 MEAL EXPENSES**

- 1.7.1 Any meal expenses within the “elected official only exclusion zone” for Elected Officials and within the “exclusion zone” for the County Administrator, Department Managers, County employees, and volunteers, including meals associated with community functions, shall not be approved or reimbursed unless:
  - 1.7.1.1 A grant or contract approved by signature from the BOCC that includes language for the provision of meals or snacks.
  - 1.7.1.2 Proper cost analysis documenting specific situations in which there is a savings in overnight lodging and meals with an approval signature from the Authorizing Individual.
- 1.7.2 All requests for reimbursements require establishment detailed receipts. The detailed receipt will list at a minimum the name of the establishment, date, itemized description of the meal and associated tax and tip, along with the total

## TRAVEL POLICY

amount expensed as shown in Exhibit "B". Failure to produce an establishment detailed receipt (otherwise known as a summary receipt shown in Exhibit "B") will result in a reimbursement for actually incurred costs up to the following amounts below listed or whichever is less:

- Breakfast: \$ 5.50
- Lunch: \$ 7.00
- Dinner: \$10.50

Failure to produce any receipt will result in the reimbursement amounts listed above.

- 1.7.3 Reimbursement rate for meal expenses shall follow the Office of Financial Management (OFM) State and Administrative & Accounting Manual (SAAM) Section 10.90.20 fixed allowance for each meal consistent with the appropriate per diem rate for the host County or city located at <http://www.ofm.wa.gov>. These maximum rates include taxes and tip and such tip may not exceed 15% even if a higher tip amount will not exceed OFM per diem limits.
- 1.7.4 Authorizing Individual may approve reimbursement for actually incurred costs up to the current per diem limit rate approved by resolution from the BOCC. Traveler may not claim a "per diem" if amount is not spent.
- 1.7.5 Authorizing Individual may approve reimbursement for actually incurred costs up to the current per diem limit rate in the case of a group meal. The names and positions of other authorized/approved travelers to receive travel expense reimbursements shall be included. Authorizing Individual may not pay for or reimburse meal expenses for persons not covered by this travel policy.
- 1.7.6 For meals included in a registration fee, airfare, lodging (e.g. continental breakfast) or other County expense, the Traveler shall not be eligible for reimbursement for that particular meal whether or not the Traveler actually consumes the provided meal or not.
- 1.7.7 On either "day travel" or first and last days of "overnight travel" outside of the "elected official only exclusion zone or "exclusion zone", reimbursement eligibility is based on the following times unless otherwise pre-approved by Authorizing Individual:
  - Breakfast: departure prior to 6:30 AM qualifies an employee for breakfast.
  - Lunch: during the person's regular lunch period.

## TRAVEL POLICY

- Dinner: arrive after 6:30 PM qualifies an employee for dinner.

1.7.8 All per diem meal expenses for “day travel” will be taxed as a non-cash fringe benefit per Internal Revenue Service regulations.

### 1.8 NON-REIMBURSEABLE MEAL COSTS

1.8.1 Authorizing Individual shall not reimburse meal costs when:

1.8.1.1 Included in another County expense, regardless of whether the person partakes in the meal; or

1.8.1.2 Incurred for recreational or social events such as office, going away, and retirement parties, or other personalized social events; or

1.8.1.3 A violation of [The State Constitution, Article VIII, Section 7](#), i.e. when a gift of public funds, would occur; or

1.8.1.4 For the purchase of alcoholic beverages.

### 1.9 NON-REIMBURSABLE EXPENSES

1.9.1 Authorizing Individual shall not reimburse ineligible expenses, including:

1.9.1.1 Expenses incurred without prior approval from Authorizing Individual, unless bona fide emergency occurred preventing prior approval.

1.9.1.2 Travel and miscellaneous expenses not approved under this policy

1.9.1.3 Miscellaneous travel expenses not directly related to conduct official County business or expenses that are unreasonable, excessive or unnecessary.

1.9.1.4 Expenses considered personal including, but not limited to:

1.9.1.4.1 Hosting meals or entertaining of others for promotional activities.

1.9.1.4.2 Personal telephone calls.

1.9.1.4.3 Entertainment (i.e. TV, radio, games, outdoor fun), clothing, personal sundries and services.

1.9.1.4.4 Transportation to places of entertainment or similar personal activities (tour bus, sightseeing).

## TRAVEL POLICY

1.9.1.4.5 Personal trip insurance.

1.9.1.4.6 Medical, dental or hospital services.

1.9.1.4.7 Tobacco products.

1.9.1.4.8 Fines and penalties.

1.9.1.4.9 Dependent care.

1.9.1.4.10 Travel paid for by any other organization.

1.9.1.4.11 Meals or hotel/motel accommodations for spouse or guest.

1.9.1.4.12 Mileage if traveling as a passenger in either a County vehicle or private vehicle other than Traveler's own.

1.9.1.4.13 Moving expenses unless Resolution 08 534, the Policy regarding relocation expenses, is referenced.

1.9.1.4.14 Excess costs and additional travel expenses as a result of taking an indirect route or a delayed return trip for personal preference or convenience, except that for approved travel expenses when an indirect route or delay reduces the County's total costs.

1.9.1.4.15 Any tips or gratuities associated with personal expenses.

1.9.1.4.16 Out of pocket charges for vehicle service calls caused by the negligence of the traveler. Examples include service charges for the deliveries of fuel, retrieval of keys from locked vehicles, jump starting vehicles when the lights have been left on, etc.

### 1.10 TRAVEL EXPENSE REIMBURSEMENT FORM

1.10.1 Travelers requesting reimbursement for expenses under this policy must submit a Travel Expense Reimbursement Form to the Authorizing Individual.

1.10.2 Procedures:

1.10.2.1 Travel expense reimbursement form shall cite the time, place, business purpose and participants.

1.10.2.2 Attach applicable conference, convention, seminar brochure, or agenda and airline itinerary to the travel expense reimbursement form.

## TRAVEL POLICY

1.10.2.3 Attach all required detailed receipts prepared and issued by the service provider.

1.10.2.4 A copy of vehicle insurance for the time period traveled.

1.10.2.5 Authorizing Individual shall review Traveler's request for reimbursement to ensure:

1.10.2.5.1 Travel appropriately approved and County purpose documented.

1.10.2.5.2 Required information and detailed receipts included.

1.10.2.5.3 Appropriate reimbursement rates requested.

1.10.2.5.4 Non-reimbursable items not included.

1.10.2.5.5 One political subdivision does not pay expenses properly attributed to another in violation of [RCW 43.09.210](#).

### 1.11 REPAYMENT OF UNAUTHORIZED/UNAPPROVED REIMBURSEMENTS

The County, through the appropriate Authorizing Individual, shall seek repayment of expenses from the person who was reimbursed whenever an audit or subsequent review of travel expense reimbursements finds that such expenses were reimbursed contrary to the provisions of this policy unless such expenses were incurred in reasonable reliance on the pre-approval of an Authorizing Individual.

### 1.12 ELECTED OFFICIALS OR EMPLOYEES WHO SERVE ON OTHER NON-COUNTY BOARDS

Departments shall reimburse Elected Officials or County employees for travel expenses, including registration, lodging, transportation, and meal expenses at the current rates in this policy when traveling on non-County board's official business unless the board they serve on pays those expenses.

### 1.13 ADVANCE TRAVEL

Elected Officials, County Administrator, Department Managers, County employees, and volunteers may request advanced travel funds per Resolutions 90 239 and 05 686. Travel expense advances shall only defray the Traveler's reimbursable expenses incurred in the performance of County related business.

At the discretion of the Elected Official, County Administrator, or Department Manager, a County credit card or "P-card" may be provided.

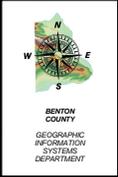
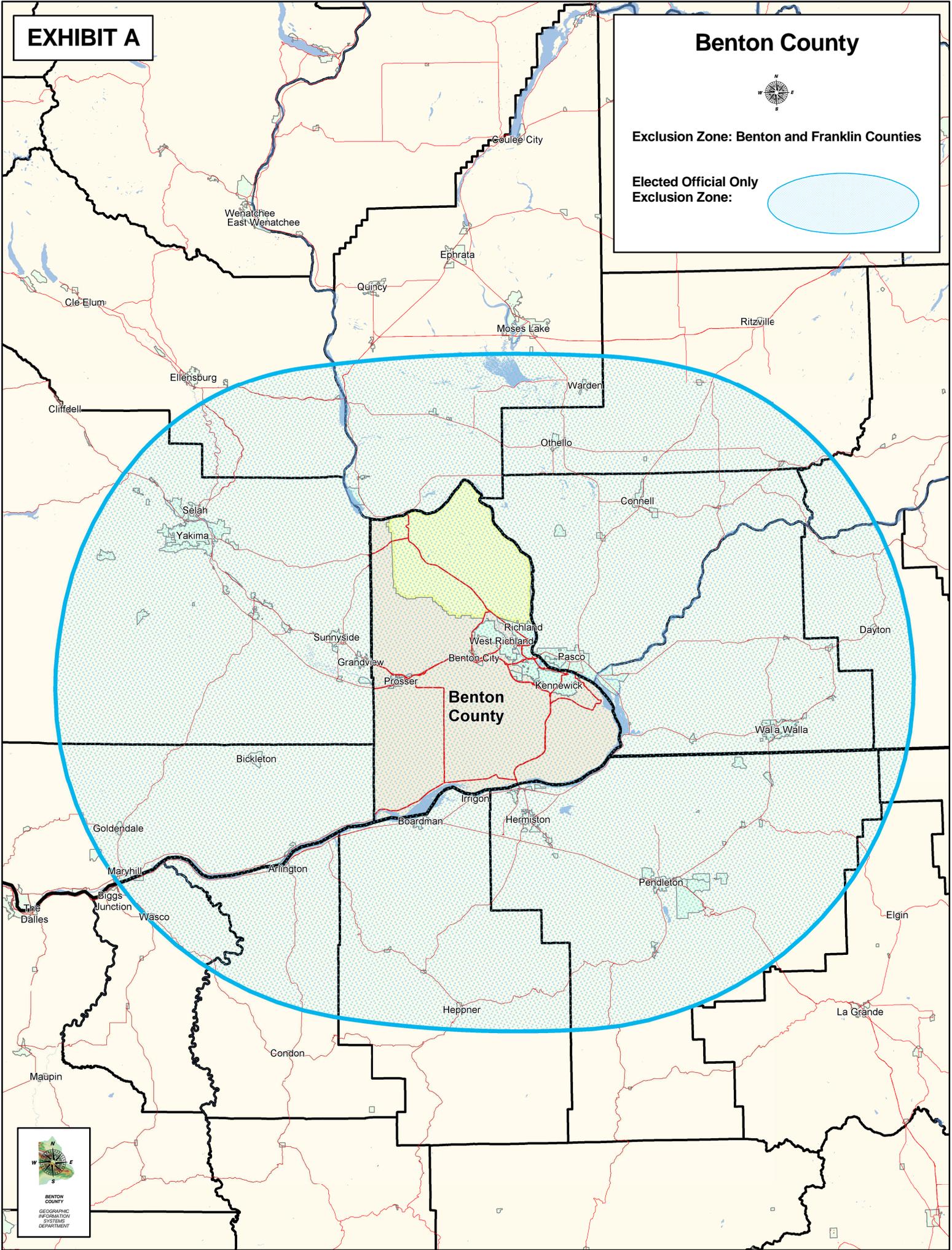
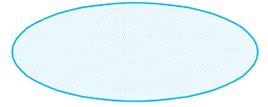
**EXHIBIT A**

**Benton County**



**Exclusion Zone: Benton and Franklin Counties**

**Elected Official Only  
Exclusion Zone:**



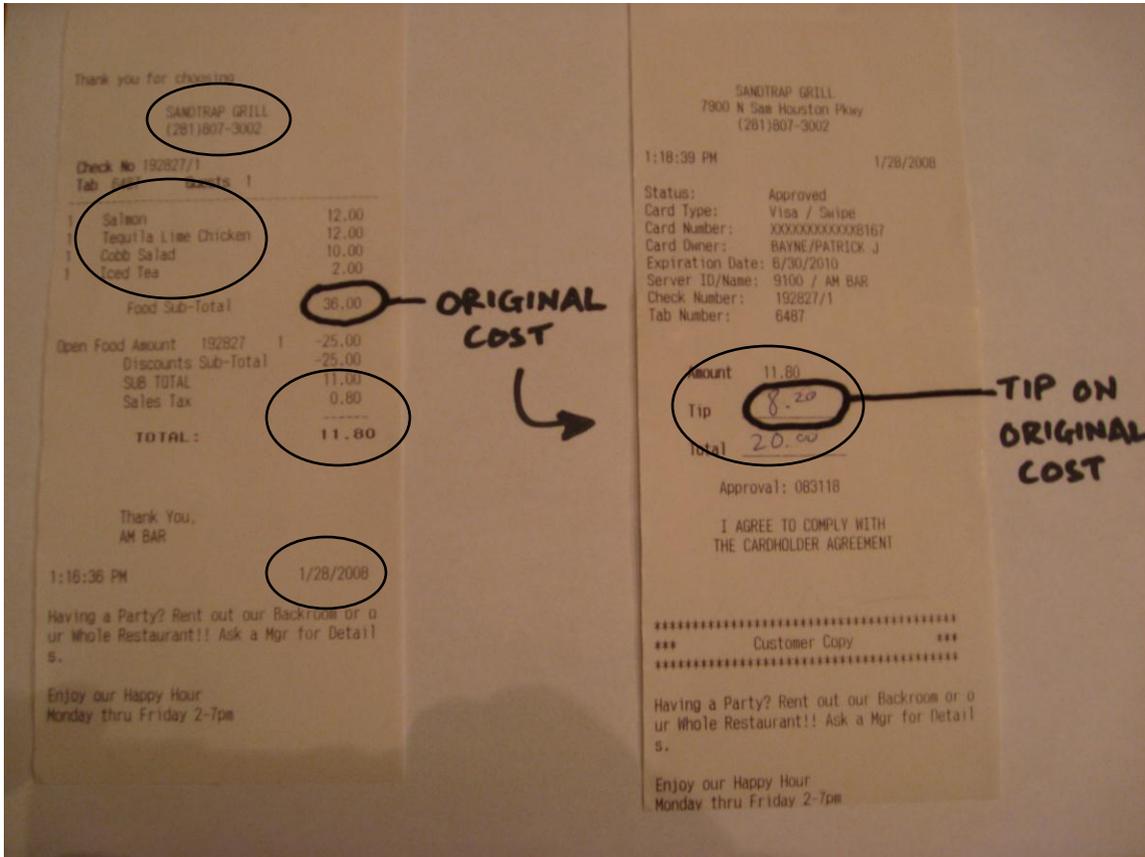
**BENTON COUNTY**  
GEOGRAPHIC INFORMATION SYSTEMS DEPARTMENT

**EXHIBIT B**

**Establishment Detailed and Summary Receipt Examples**

**Detailed Receipt**

**Summary Receipt**



**Actual Incurred Costs  
Up to Per Diem**

**Actual Incurred Costs  
Up to Maximum  
Amounts Listed per  
Section 1.7.1**

華人餐館用具公司  
 Beavry Restaurant Supply®  
 183 Bessery Street, New York, NY 10002  
 Tel: (212) 228-2900 • (212) 256-9720 • Fax: (212) 256-9726

00617  
 2/26/00

QTY	DESCRIPTION	PRICE	AMOUNT
1	Table cloth	16	16
3	12 oz. Spunze Bottle	40	120
1	nap glass	2	2
			138

NET TOTAL: 138  
 VAT: 9.73

Chen & Fong's Hardware, Inc. 7324 1<sup>st</sup> Ave

**Actual Incurred Costs  
 Up to Per Diem**

CUSTOMER'S COPY

TABLE NO. 9

PAPILLON RESTAURANT  
 THE WOODHALL ARMS

17 HIGH ROAD, STAPLEFORD  
 NR. HERTFORD  
 HERTS, SG14 3NW  
 TEL 01992 535 123  
 TEL/FAX 01992 582 772

11 MAY 2002

SERVICE NOT INCLUDED

DATE:

GRAND TOTAL: 97.25

VAT NO: 711 2458 68

**Actual Incurred Costs  
 Up to Maximum  
 Amounts Listed per  
 Section 1.7.1**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 08/21/12	Execute Contract _____	Consent Agenda
Subject: Family Day Proclamation	Pass Resolution <b>XXX</b>	<b>XXX</b>
Prepared by: Marilu Flores	Pass Ordinance _____	Public Hearing
Reviewed by: L Smith Kelty	Pass Motion _____	1st Discussion
	Other _____	2nd Discussion
		Other

### BACKGROUND INFORMATION

For the past several years, Benbn County has supported theNational Center on Addiction and Substance Abuse @ Columbia University (CASA) by passing a proclamation recognizingthe fourth Monday in September as Family Day ~ A Day to Eat Dinner With Your Children.

### SUMMARY

We have received another request from CASA requesting our support of prodaiming the fourth Monday in September (Sept. 24, 2012) as “Family Day – A Day to East Dinner With Your Children”.

### RECOMMENDATION

Approval of the resolution proclaiming Sept. 24, 2012, “Family Day”.

### FISCAL IMPACT

na

# RESOLUTION

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

**IN THE MATTER OF PROCLAIMING SEPTEMBER 24, 2012, AS *FAMILY DAY - A DAY TO EAT DINNER WITH YOUR CHILDREN***

**WHEREAS**, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

**WHEREAS**, 17 years of surveys conducted by the National Center on Addiction and Substance Abuse at Columbia University (CASAColumbia) have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink, and use illegal drugs; and

**WHEREAS**, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse; and

**WHEREAS**, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented; and

**WHEREAS**, parents who are engaged in their children's lives, through activities such as frequent family dinners, are less likely to have children who abuse substances; and

**WHEREAS**, family dinners have long constituted a substantial pillar of family life in America; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby proclaims September 24, 2012, as *Family Day - A Day to Eat Dinner with Your Children* and urge all citizens to recognize and participate in its observance.

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>	<u>FACILITIES</u>
Meeting Date: 8/21/2012	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Janitorial Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

As per Resolution 2012-372 the Board of Commissioners awarded the competitive bid to ABM Janitorial, South Central, Inc. as the only responsive bidder for janitorial services located at the Benton County Justice Center; Benton County Coroner’s Office; Benton County Health District Building; and window washing only at the Benton County Courthouse.

The Board authorized personnel to prepare the necessary service contract to be placed on the consent agenda for the Chairman’s signature.

**RECOMMENDATION**

Recommendation is for the Chairman of the Board to sign the attached service agreement between Benton County and ABM Janitorial, South Central, Inc. for janitorial services as said locations for an annual contract amount of \$155,991.84 plus WSST.

**FISCAL IMPACT**

Current contract is to be paid out of Facilities fund with no supplement needed.

**MOTION**

The Board hereby authorizes the Chairman of the Board to sign the attached janitorial service contract between Benton County and ABM Janitorial, South Central, Inc. for an annual contract amount of \$155,991.84 plus WSST.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

**IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY AND ABM JANITORIAL, SOUTH CENTRAL, INC. FOR JANITORIAL SERVICES AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY CORONER'S OFFICE, BENTON COUNTY HEALTH DISTRICT BUILDING & WINDOW WASHING AT THE BENTON COUNTY COURTHOUSE**

**WHEREAS**, per Resolution 2012-372 dated July 10, 2012 the Board of Benton County Commissioners awarded the janitorial services for the locations of the Benton County Justice Center, Benton County Coroner's Office, Benton County Health District Building and window washing at the Benton County Courthouse to ABM Janitorial, South Central, Inc. for an annual contract amount of \$155,991.84 plus WSST; and

**WHEREAS**, the Board authorized personnel to prepare the necessary contract to be placed on the consent agenda for the Chairman's signature; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the service agreement between Benton County and ABM Janitorial, South Central, Inc. for said services for a contract amount of \$155,991.84 plus WSST; and

**BE IT FURTHER RESOLVED**, this contract shall commence on September 1, 2012 and shall terminate on August 31, 2013. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for one (1) additional twelve-month period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **ABM JANITORIAL, SOUTH CENTRAL, INC.**, with its principal offices at 16 East Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit B - Bid Specifications
- b. Exhibit C - Floor Plans
- c. Exhibit D - Bid Proposal
- d. Exhibit I - Prevailing Wage Rates

**2. DURATION OF CONTRACT**

The term of this Contract shall begin September 1, 2012 and shall expire on August 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 twelve-month period.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide janitorial services as more fully defined in Exhibit B attached hereto for designated portions of the Benton County Justice Center at 7122 W. Okanogan Place, Kennewick, WA; Benton County Coroner's Office, 7110 W. Okanogan Place, Kennewick, WA; Benton County Health District Building, 7102 W. Okanogan Place, Kennewick, WA; and Benton County Courthouse, 620 Market Street, Prosser, WA. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor.

f. Contract w/River City Environmental, Inc. to Clean Grease Trap @ the Jail

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>08/21/12</u>	Execute Contract	_____	Consent Agenda X
Subject:	Pass Resolution	X _____	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>R. Lukson</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION**

The Facilities Manager solicited a quote from the following company to provide equipment and labor to pump and clean the 20,000 gallon grease trap located at the Benton County Jail:

River City Environmental, Inc.: \$8,579.36 plus WSST for each service

**SUMMARY**

The Facilities Manager requests the Board enter into a Public Works Contract with River City Environmental, Inc. to pump and clean the 20,000 gallon grease trap located at the Benton County Jail on two separate occasions in 2012 for a total amount not to exceed \$17,158.72 plus WSST (\$18,582.90 - including W.S.S.T.) with the contract term expiring December 31, 2012.

**RECOMMENDATION**

Approve the resolution authorizing the Chairman to sign the Public Works Contract with River City Environmental, Inc.

**FISCAL IMPACT**

\$18,582.90 including WSST

Current Expense – Dept. 120  
 0000101.120.00000.539.500.4102  
 No supplement required

**MOTION**

Consent Agenda

# RESOLUTION

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

### IN THE MATTER OF A PUBLIC WORKS CONTRACT WITH RIVER CITY ENVIRONMENTAL, INC. TO PUMP AND CLEAN THE 20,000 GALLON GREASE TRAP LOCATED AT THE BENTON COUNTY JAIL

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

**WHEREAS**, the Facilities Manager received a quote from the following company to provide equipment and labor to pump and clean the 20,000 gallon grease trap located at the Benton County Jail as attached hereto:

River City Environmental, Inc.: \$8,579.36 (plus W.S.S.T.) per service

**WHEREAS**, the Facilities Manager recommends the Board award a Public Works Contract with River City Environmental, Inc., Portland, OR – WA Contractor License No. RIVERCR981BT to perform the above quoted service on two separate occasions during the calendar year 2012 in the amount of \$8,579.36 (plus W.S.S.T.) per service for a total contract amount not to exceed \$17,158.72 plus W.S.S.T. (\$18,582.90 - including W.S.S.T.); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards a Public Works Contract with River City Environmental, Inc. to provide equipment and labor to pump and clean the 20,000 gallon grease trap located at the Benton County Jail; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the Public Works Contract with River City Environmental, Inc. attached hereto in an amount not to exceed \$18,582.90 (including W.S.S.T.); and

**BE IT FURTHER RESOLVED**, the term of the attached contract begins when executed by both parties and terminates December 31, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and RIVER CITY ENVIRONMENTAL, INC., WA Contractor's # RIVERCR981BT, with its principal offices at 10620 NE Marx Street, Portland, OR 97220, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

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

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2012. 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 pump 20,000 gallons from the grease trap located at the Benton County Jail on two separate occasions during the calendar year 2012. The actual date and time of the pumping shall be coordinated with the COUNTY'S representative.
- b. CONTRACTOR shall haul off all grease waste to an approved disposal facility.
- c. CONTRACTOR shall hydro jet the inside of the grease trap following each pumping in such a manner as to eliminate the buildup of waste materials on the inside walls of the trap.
- d. CONTRACTOR shall provide its own labor, materials, equipment and supplies. Unless otherwise provided for in the Contract, no materials, labor, equipment, or supplies

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>Agreement #2012/2013-CDBG-CAC  between Benton County and Benton-  Franklin Community Action Connections</u></p> <p><b>Prepared by:</b>  Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b>  Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Agreement</b>      <u>  X  </u></p> <p><b>Pass Resolution</b>        <u>  X  </u></p> <p><b>Pass Ordinance</b>        <u>      </u></p> <p><b>Pass Motion</b>            <u>      </u></p> <p><b>Other</b>                     <u>      </u></p>	<p><b>Consent Agenda</b>        <u>  X  </u></p> <p><b>Public Hearing</b>           <u>      </u></p> <p><b>1st Discussion</b>         <u>      </u></p> <p><b>2nd Discussion</b>        <u>      </u></p> <p><b>Other</b>                     <u>      </u></p>

**BACKGROUND INFORMATION**

Benton County would like to enter into an agreement with Benton- Franklin Community Action Connections, per Benton County Resolution No: 2012-462.

Benton-Franklin Community Action Connections will hire a full-time bilingual Family Development Specialist who will complete eligibility, assessment, and delivery of services in the rural non-entitlement areas of Benton and Franklin Counties, specifically; Benton City, West Richland, Prosser, Connell, Mesa and Basin City. Services will be principally benefiting low-and moderate-income persons by increasing their availability to services

**SUMMARY**

**Award:** \$75,108.00

**Period:** Date of execution through June 30, 2013

**Funding Source:** Washington State Department of Commerce

**RECOMMENDATION**

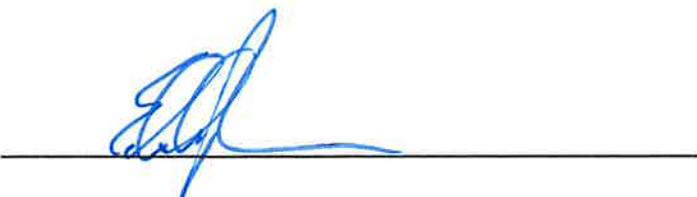
- Sign the Resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a contract amount of \$75,108.00.

**MOTION**

To approve signing Agreement #2012/2013-CDBG-CAC between Benton County and Benton-Franklin Community Action Connections, and to authorize the Chair to sign on behalf of the Board.



# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING AGREEMENT #2012/2013-CDBG-CAC  
BETWEEN BENTON COUNTY AND BENTON-FRANKLIN COMMUNITY  
ACTION CONNECTIONS

**WHEREAS**, Benton County would like to enter into an agreement with Benton-Franklin Community Action Connections, per Benton County Resolution No. 2012-462; and

**WHEREAS**, Benton-Franklin Community Action Connections will hire a full-time bilingual Family Development Specialist who will complete eligibility, assessment, and delivery of services in the rural non-entitlement areas of Benton and Franklin Counties, specifically; Benton City, West Richland, Prosser, Connell, Mesa and Basin City; and

**WHEREAS**, services will be principally benefiting low- and moderate-income persons by increasing their availability to services; and

**WHEREAS**, services will provided in both English and Spanish and will include: energy assistance, emergency shelter assistance, housing rental assistance, resource referral service, basic food eligibility, and other appropriate services; NOW THEREFORE,

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #2012/2013-CDBG-CAC between Benton County and Benton-Franklin Community Action Connections, for an agreement amount of \$75,108.00; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on the date of execution and ends 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



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>Public Works Contract #2012/2014-OXARC, with Oxarc, Inc.</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

Per Benton County Resolution No. 2012-056, any contract for public works involving less than forty thousand dollars (\$40,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners.

The Benton and Franklin Counties Department of Human Services Administrator recommends a public works contract with Oxarc, Inc., Pasco, WA – Contractors License No. OXARCI\*020QE, UBI No. 328 037 121 to be put in place for fire extinguisher service and recharging, for the Benton and Franklin Counties Crisis Response Unit.

**SUMMARY**

**Amount:** Not to exceed \$5,000.00 including W.S.ST.  
**Period:** July 1, 2012 through June 30, 2014  
**Funding Source:** Fund 0108-101 Human Services

**RECOMMENDATION**

- Sign the resolution to accept the proposed contract
- Approve the proposed contract by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for an accumulative contract amount not to exceed \$5,000.00 including W.S.S.T.

**MOTION**

To approve signing Public Works Contract #2012/2014-OXARC with Oxarc, Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING PUBLIC WORKS CONTRACT #2012/2014-OXARC  
WITH OXARC, INC. TO PROVIDE FIRE EXTINGUISHER SERVICE AND  
RECHARGING FOR THE BENTON AND FRANKLIN COUNTIES CRISIS RESPONSE  
UNIT**

**WHEREAS**, per Benton County Resolution No. 2012-056, any contract for public works involving less than forty thousand dollars (\$40,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

**WHEREAS**, the Benton and Franklin Counties Department of Human Services Administrator recommends a public works contract with Oxarc, Inc., Pasco, WA - Contractors License No. OXARC1\*020QE, UBI No. 328 037 121 to be put in place for fire extinguisher service and recharging, for the Benton and Franklin Counties Crisis Response Unit; and

**WHEREAS**, the prices for said services is in accordance to public works contract #2012/2014-OXARC price rates attached hereto for an accumulative contract amount not to exceed \$5,000 including W.S.S.T.; NOW THEREFORE,

**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, Public Works Contract #2012/2014-OXARC between Benton and Franklin Counties Department of Human Services and Oxarc, Inc., to provide fire extinguisher service and recharging for the Benton and Franklin Counties Crisis Response Unit, for an accumulative contract amount not to exceed \$5,000 including W.S.S.T, and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on July 1, 2012 and shall expire on June 30, 2014.

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301 by and for Benton and Franklin Counties Department of Human Services, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and Oxarc, Inc. with its principal offices at 716 South Oregon Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A- Scope of Work/Compensation - 2012/2014 Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **July 1, 2012** and shall expire on **June 30, 2014** unless terminated sooner as set forth herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide complete delivery and installation and functional setup of fire extinguisher service and recharging for the Benton and Franklin Counties Crisis Response Unit located at 2635 West Deschutes Avenue, Kennewick, WA 99336, in accordance with the attached Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> B/C 08-21-12 F/C 08-29-12	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Richland School District for 2012 2013 School Year	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Toni Lehman	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2012 through June 30, 2013), the Richland School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2012, through July 31, 2013.

**SUMMARY**

Richland has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Richland School District.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Richland School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$11,205.00.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Richland School District.

**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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND RICHLAND SCHOOL DISTRICT, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Richland School District and Benton-Franklin Juvenile Justice Center be approved as presented.

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the Administrator of the Juvenile Court.

**BE IT FURTHER RESOLVED**, The maximum amount payable by the Richland School District to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$11,205.00; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on September 1, 2012 and expires on July 31, 2013; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Fees for Services Contact.

**DATED** this 21<sup>st</sup> day of August 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 29<sup>th</sup> day of August 2012.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North 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 Richland School District, with its principal offices at 615 Snow AVE, Richland, WA, 99352, (hereinafter referred to as "District").

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 be from September 1, 2012, through July 31, 2013, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
<b>MEETING DATE:</b> B/C 08-21-12 F/C 08-29-12		
<b>SUBJECT:</b> Resolution Authorizing Signature on Agreement with AOC for Becca Programs		
<b>Prepared By:</b> Toni Lehman		
<b>Reviewed By:</b> Sharon A. Paradis		

**BACKGROUND INFORMATION**

The Benton/Franklin Counties Juvenile Justice Center has executed the contract from the State of Washington, Administrative Office of the Courts, to provide Becca services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2012, through June 30, 2013.

**SUMMARY**

The contract amount for July 1, 2012, through June 30, 2013, is \$303,047.00. The new agreement was not received until August 8, 2012 and is backdated to July 1, 2012 so that services are not interrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2012.

**RECOMMENDATION**

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement IAA13059, for BECCA services, as written.

**FISCAL IMPACT**

This is a Fee for Service contract whereby we are reimbursed for services rendered. The Juvenile Justice Center will be reimbursed a maximum of \$303,047.00 for costs incurred during the period of performance.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the interagency agreement with the State of Washington, Administrative Office of the Courts for the BECCA program.

**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 IAA13059 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS, and**

**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 IAA13059 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented.

**WHEREAS**, the new agreement was not received until August 8, 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.

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

**BE IT FURTHER RESOLVED**, the Juvenile Justice Center will be reimbursed a maximum of \$303,047.00 for costs incurred during the period of performance.

**BE IT FURTHER RESOLVED**, the agreement is July 1, 2012 and expires on June 30, 2013.

**DATED** this 21<sup>st</sup> day of August 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 29<sup>th</sup> day of August 2012

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

**INTERAGENCY AGREEMENT IAA13059**  
between  
**STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
and  
**BENTON/FRANKLIN COUNTY JUVENILE COURT**

**THIS CONTRACT** is entered into by and between the Administrative Office of the Courts (“AOC”) and Benton/Franklin County Juvenile Court (“Contractor”).

**PURPOSE**

The purpose of this contract is to engage the services of the Contractor to process Becca Bill programs and services within its jurisdiction.

**DESCRIPTION OF SERVICES TO BE PROVIDED**

The Contractor will handle Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor’s jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW).

The Contractor shall submit summary reports to AOC documenting Becca Bill activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

1. CHINS petitions;
2. ARY petitions; and,
3. Truancy petitions.

The required format of the report is attached as Exhibit A and is incorporated herein.

Reporting schedule:

<b>Period</b>	<b>Report Due</b>
07/01/12 - 12/31/12	01/12/13
01/01/13 - 06/30/13	07/12/13

**PERIOD OF PERFORMANCE**

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2012 regardless of the date of execution and it shall end on June 30, 2013, except for any remaining obligations of the Contractor as may exist.

**COMPENSATION**

- a. Contractor shall be reimbursed a maximum of \$303,047.00 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed these amounts unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B-C 08/21/12 F-C 08/29/12	Executive Contract <u>xx</u>	CONSENT AGENDA xx
SUBJECT: Personal Service Contract with Julio Blanco	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center desires to contract with Julio Blanco to provide Functional Family Therapy to youth as ordered by the Court. The attached personal services contract with Julio Blanco has been written to provide for the services as outlined in the Evidence Based Program Expansion contract between the Juvenile Court and the State of Washington. Julio Blanco has voluntarily terminated employment and has taken a position with a local school district. At this time, Mr. Blanco is the only certified Functional Family Therapist available in the community who can meet the requirements for providing Functional Family Therapy services under our state contract. Therefore, we are contracting with Mr. Blanco so that we can continue to provide these grant funded services.

**SUMMARY**

The actual costs for Functional Family Therapy are outlined in the attached contract and paid from state funds. The term of the personal services contract runs from September 1, 2012 through June 30, 2014.

**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 Julio Blanco and Benton-Franklin Counties Juvenile Justice Center for services.

**FISCAL IMPACT**

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed \$50,000.00 to be paid out of Current Expense Dept. 174. 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 the personal service contract with Julio Blanco.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND JULIO BLANCO FOR DELIVERY OF FUNCTIONAL FAMILY THERAPY**

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

**WHEREAS**, Julio Blanco has voluntarily terminated his employment with Benton-Franklin Counties Juvenile Justice Center as a Functional Family Therapist and has accepted a position with a local school district. The state requires certified Functional Family Therapists under their contract for services. There are no other certified Functional Family Therapists available in this community to provide services under this contract; and

**WHEREAS**, the Juvenile Administrator recommends entering into a contract for 2012; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the board concurs with the Juvenile Administrator's recommendation and hereby awards the personal services contract to Julio Blanco in an amount not to exceed \$50,000.00; and

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

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on September 1, 2012 and expires on June 30, 2014.

**DATED this 21<sup>st</sup> day of August 2012  
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 29<sup>th</sup> day of August 2012  
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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Chairman of the Board

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Chairman of the Board

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Member

---

Chairman Pro Tem

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Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

---

Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

---

Clerk of the Board

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Clerk of the Board

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and Julio Blanco with its principal offices at 1102 W. Margaret Street, 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 **September 1, 2012** and shall expire on **June 30, 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.

**2. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The Contractor will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:
  1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.
  2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable goals and developing a behavior change program for the family.
  3. Acceptance of Clinical Guidance as supplied by FFT, Inc, including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.

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

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

Requested meeting date: **August 21 ,2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorney Joshua J. Lilly ("Attorney") presently holds a public defense contract in Benton County Superior Court. The contract provides the attorney the ability to terminate the contract without cause with 90 days written notice. Benton County has received written notice of Attorney's desire to terminate his contract. While the notice to terminate originally stated that the effective date was to be October 8, 2012, the parties have jointly agreed that an earlier termination date of August 19, 2012 is appropriate in light of Attorney Lilly's new responsibilities in Benton County District Court, and the procurement of a suitable replacement that will be starting effective August 20, 2012.

**SUMMARY**

Attorney Joshua J. Lilly has requested that his contract be terminated as provided by the provisions contained therein. The proposed resolution effectuates the termination.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No fiscal impact anticipated beyond budgeted funds.

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

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

**IN THE MATTER OF TERMINATING THE SUPERIOR COURT LEGAL FINANCIAL OBLIGATIONS CONTRACT WITH ATTORNEY JOSHUA J. LILLY.**

**WHEREAS**, attorney Joshua J. Lilly (“Attorney”) presently holds a contract in Benton County Superior Court that provides him with the ability to terminate it without cause with 90 days’ written notice; and

**WHEREAS**, Benton County has received written notice of Attorney’s desire to terminate his contract. While the notice to terminate originally stated that the effective date was to be October 8, 2012, the parties have jointly agreed that an earlier termination date of August 19, 2012 is appropriate in light of the Attorney's new responsibilities in Benton County District Court, and the procurement of a suitable replacement that will be starting effective August 20, 2012; and

**WHEREAS**, it is therefore appropriate to terminate said contract as requested by Attorney;

**NOW THEREFORE, BE IT RESOLVED THAT** the Superior Court Legal Financial Obligations contract and any amendments for this contract with attorney Joshua J. Lilly, designated as BCSC1112JL001L, be terminated effective August 19, 2012.

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

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

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

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

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

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: C.E. 1619 CRP-PIERT ROAD EXTENSION – REIMBURSEMENT AGREEMENT BETWEEN NORTHWEST PIPELINE GP AND BENTON COUNTY FOR CROSSING EXISTING HIGH PRESSURE GAS LINES

WHEREAS, Benton County Department of Public Works purchased right-of-way for roadway purposes for the Piert Road Extension project which crossed an existing Northwest Pipeline GP easement, containing buried high pressure gas lines,; and

WHEREAS, Northwest Pipeline GP desires to engineer, expose, inspect and coat the existing gas lines within said Piert Road right-of-way, and

WHEREAS, a Reimbursement Agreement has been prepared by Northwest Pipeline GP to set forth the terms and conditions of Piert Road crossing over said gas lines, being that Benton County shall reimburse Northwest Pipeline GP the cost to have the existing gas lines engineered, exposed, inspected and coated at this time for the construction of Piert Road, and

WHEREAS, there is a not to exceed estimate attached to the Reimbursement Agreement from Northwest Pipeline GP for \$54,466.00 to engineer, expose, inspect and coat said existing gas lines at this time; and

WHEREAS, the Chairman of the Board of County Commissioners is required to sign said Reimbursement Agreement; and

WHEREAS, the County Public Works Manager recommends the Chairman of the Board of Benton County Commissioners sign the Reimbursement Agreement between Northwest Pipeline GP and Benton County for the Piert Road crossing over Northwest Pipeline GP gas lines; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the County Public Works Manager’s recommendation to sign the Reimbursement Agreement between Northwest Pipeline GP and Benton County for the Piert Road crossing over Northwest Pipeline GP gas lines; and

BE IT FURTHER RESOLVED, that the maximum set forth for payment shall be \$54,466.00 for the cost to engineer, expose, inspect and coat the existing gas lines within the Piert Road right-of-way, and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign the Reimbursement Agreement between Northwest Pipeline GP and Benton County for the Piert Road crossing over Northwest Pipeline GP gas lines for and on behalf of Benton County.

Dated this 21st day of August, 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

Orig.: Public Works

B. Thorp

## NORTHWEST PIPELINE REIMBURSEMENT AGREEMENT

### AGREEMENT

This agreement, made this 2<sup>nd</sup> day of August 2012, between Benton County, and Northwest Pipeline GP.

### WITNESSETH

Whereas, Northwest Pipeline owns and operates high pressure gas pipelines (facility) in the right of way in Benton County.

Whereas, Benton County is proposing to extend a portion of Piert Road in Sections 26/23, Township 8 North, Range 30 East WM..

The proposed encroachment on Northwest Pipeline's facility will require engineering, evaluation, and field inspection.

In consideration of the mutual rights and benefits pertaining thereto, the parties hereto covenant and agree as follows:

- (1) Northwest Pipeline will perform engineering and field inspection during the design, excavation, recoating, and backfilling of the facility.
- (2) Benton County will reimburse Northwest Pipeline for the cost of engineering, field inspection, and contract labor to recondition a portion of the pipeline impacted by the Piert Road Extension Project.

## RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: C.E. 1619 CRP-PIERT ROAD  
EXTENSION – MEMORANDUM OF UNDERSTANDING BETWEEN NORTHWEST  
PIPELINE GP AND BENTON COUNTY TO CROSS EXISTING HIGH PRESSURE  
GAS LINES

WHEREAS, Benton County Department of Public Works purchased right-of-way for roadway purposes for the Piert Road Extension project which crossed an existing Northwest Pipeline GP easement, containing buried high pressure gas lines; and

WHEREAS, Northwest Pipeline GP desires to engineer, expose, inspect and coat the existing gas lines within said Piert Road right-of-way, and

WHEREAS, a Memorandum of Understanding has been prepared by Benton County to set forth the terms and conditions of Piert Road crossing over said gas lines, being that Benton County shall reimburse Northwest Pipeline GP the cost to have the existing gas lines engineered, exposed, inspected and coated at this time for the construction of Piert Road and if Benton County requires said gas lines to be altered in the future that Benton County shall bear the costs at that time; and

WHEREAS, there is a not to exceed estimate attached to a Reimbursement Agreement from Northwest Pipeline GP for \$54,466.00 to engineer, expose, inspect and coat said existing gas lines at this time; and

WHEREAS, the Chairman of the Board of County Commissioners is required to sign said Memorandum of Understanding; and

WHEREAS, the County Public Works Manager recommends the Chairman of the Board of Benton County Commissioners sign the Memorandum of Understanding between Northwest Pipeline GP and Benton County for Piert Road to cross over Northwest Pipeline GP gas lines; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the County Public Works Manager's recommendation to sign the Memorandum of Understanding between Northwest Pipeline GP and Benton County for Piert Road to cross over Northwest Pipeline GP gas lines; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign the Memorandum of Understanding between

Northwest Pipeline GP and Benton County for Piert Road to cross over Northwest Pipeline GP gas lines for and on behalf of Benton County.

Dated this 21st day of August, 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

Orig.: Public Works

B. Thorp

**MEMORANDUM OF UNDERSTANDING**

**Between Northwest Pipeline GP and Benton County**

**WHEREAS**, Northwest Pipeline GP has a franchise, as recorded under Auditor's Fee # 2010-010609, dated 4/21/2010, with Benton County to have their facilities (gas line) within Benton County right-of-ways; and

**WHEREAS**, Northwest Pipeline GP has existing easements as recorded under Auditor's Fee Number 365812, Volume 147, Page 397, dated 12/13/1956, Benton County, Washington in the East half of the Southeast quarter of Section 23, Township 8 North, Range 30 East, Willamette Meridian, Benton County, and

**WHEREAS**, Benton County Department of Public Works purchased right-of-way for Piert Road construction purposes within said Section 23, which crossed said Northwest Pipeline GP easements, and

**WHEREAS**, Northwest Pipeline GP desires that the Piert Road section of gas line, located within the newly acquired right-of-way, be engineered, exposed, inspected, and coated prior to Piert Road being constructed over said gas lines,

**NOW THEREFORE**, inconsideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereto, **IT IS MUTUALLY AGREED AS FOLLOWS:**

- I. Northwest Pipeline GP shall continue to have all rights as outlined within said franchise with Benton County for the existing gas line within the right-of-way purchased for Piert Road construction. Northwest Pipeline GP recognizes Benton County's right to construct and maintain the Piert Road extension over Northwest Pipeline's existing gas line easement.
- II. Benton County agrees that the underlying gas line easement, as recorded under Auditor's fee number 365812, Volume 147, Page 397, dated 12/13/1956, Benton County, Washington, is still valid therefore if Benton County requires future alterations or relocation of the gas line running under the Piert Road extension, the cost of such work will be reimbursed by Benton County. All other work on the gas lines within the Piert Road right-of-way, or elsewhere, will be at the expense of Northwest Pipeline GP.
- III. Northwest Pipeline GP will engineer, expose, inspect, and coat the existing gas lines where they will be crossed over by the proposed new Piert Road in said Section 23.
- IV. Northwest Pipeline GP will start work on engineering, exposing, inspecting, and coating within one week of the date on which this Memorandum of Understanding and the Reimbursement Agreement attached hereto as Exhibit "A" have been signed by both parties. Northwest Pipeline GP will complete all work, including but not limited to engineering, exposing, inspecting, and coating, within two weeks after start. Northwest Pipeline GP recognizes that Benton County may suffer significant financial losses from any delay in the completion of work.

**NORTHWEST PIPELINE GP**

**BENTON COUNTY**

BY: *Andrew H. Larson*  
Title: Attorney in Fact

\_\_\_\_\_  
Chairman,  
Board of County Commissioners

Date: 8-14-12

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

**APPROVED AS TO FORM:**

*Kimly*  
Benton County  
Deputy Prosecuting Attorney

Date: 8-14-12

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO LEVEL 3 COMMUNICATIONS, LLC, FOR A FRANCHISE FOR ELECTRIC TRANSMISSION SYSTEMS AND FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of LEVEL 3 COMMUNICATIONS, LLC, who has applied for a nonexclusive franchise for electric transmission systems and facilities in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring August 31, 2022, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, LEVEL 3 COMMUNICATIONS, LLC, has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 21<sup>st</sup> day of April, 2012

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Chairman

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Chairman Pro-Tem

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Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Benton County Public Works: Steve W Becken: Sue Schuetze

Return to:  
Benton County Public Works  
P. O. Box 1001  
Prosser, WA 99350

Grantor: Benton County  
Grantee: Level 3 Communications, LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
LEVEL 3 COMMUNICATIONS, LLC FOR A )  
NONEXCLUSIVE FRANCHISE TO LOCATE, )  
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF ) No. \_\_\_\_\_  
NECESSARY, REMOVE ELECTRIC )  
TRANSMISSION SYSTEMS AND FACILITIES ) ORDER AND AGREEMENT FOR  
WITHIN THE COUNTY OF BENTON, STATE OF ) NONEXCLUSIVE FRANCHISE  
WASHINGTON, UPON, OVER, UNDER, ALONG, )  
AND ACROSS CERTAIN COUNTY ROADS AND )  
PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT )  
WITHIN THE LIMITS OF ANY INCORPORATED )  
CITY OR TOWN.

FINDINGS

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_ the petition and application of LEVEL 3 COMMUNICATIONS, LLC , for the authority and nonexclusive Franchise, for a term of twenty (20) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove FIBER OPTIC CABLE SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: August 21, 2012	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Buffer Zone PP grant	Pass Resolution <u>  X  </u>	Public Hearing _____
Prepared by: A. Coverdell	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Buffer Zone Protection grant allows for specific equipment expenditures. This is a request to reallocate approved budget to the correct line items for voucher payment.

**RECOMMENDATION**

Approve line item transfer to properly allocate budget to expenditure line items.

**FISCAL IMPACT**

None

**MOTION**

Consent agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

A. Coverdell

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
521.231	2103	Medical Insurance	\$8,000	521.932	3106	Operating Supplies	\$10,950
594.210	6401	Capital Outlay - Hardware	\$2,950				
TOTAL			\$10,950	TOTAL			\$10,950

Explanation:

To reallocate budget for Buffer Zone Protection Project grant expenditures to allow for proper classification.

Prepared by: A. Coverdell

Date: 08-Aug-2012

Approved

Denied

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

Chairman

Member

Member



**Benton Conservation District**  
415 Wine Country Road  
Prosser, WA 99350  
(509) 786-1923 x 3      Fax: (509) 786-1175

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**PUBLIC NOTICE**

**NOTICE IS HEARBY GIVEN** that the Benton County Board of County Commissioners will hold a Public Hearing on Tuesday, August 21, 2012 at 9:00 a.m. in the County Commissioner's Hearing Room, Benton County Court House (620 Market Street Prosser, WA), to receive comment on the Benton Conservation District's proposal to continue a special assessment for natural resource conservation on lands in Benton County. **NOTICE IS FURTHER GIVEN** that any person may appear and present any support for or objections to the proposal. Written comments may be sent to the County Commissioners at 620 Market Street Prosser, WA 99350.

**Board of Supervisors**

Jack Clark, Chair                      Danny Downs, Vice Chair  
Mike Sackschewsky, Auditor  
Larry Cadwell, Member              Nicole Berg, Member