

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



Please click on highlighted
area to view items in detail.

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, April 30, 2013 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ April 23, 2013

Review Agenda

Consent Agenda

Commissioners

a. TRIDEC Designation of Associate Development Organization

Human Services

b. Agreement w/Kennewick Police Department to Provide Crisis Intervention Team Training

c. Agreement w/Tri-County Partners Habitat for Humanity for Funding Assistance to Low-Income Families

d. Agreement w/Therapeutic Innovation & Recovery to Fund Homeless Drop In Center & Day Shelter

e. Agreement w/Columbia Basin Veterans Coalition to Fund Rehabilitation Project

f. Amended Agreement w/Lourdes Counseling Center for Services to Medial Care Recipients

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

h. Line Item Transfer, Fund No. 0108-101, Dept. 566

Juvenile

i. Amended Contract w/State Dept of Social & Health Services for WSART Consultation

Personnel

j. May Employee of the Month Appointment

Prosecuting Attorney

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

Public Works

l. Establishing the County Road Improvement District No. 21 Debt Service Fund, Fund No. 0273-201

m. Establishing the County Road Improvement District No. 21 Construction Fund, Fund No. 0373-401

n. Authorization to Proceed to Bid on the Reconstruction of Travis Road

o. Authorization to Purchase Tires From Pasco Tire Factory

- p. Authorization to Purchase Two Cast Brooms From Clyde West
Sheriff
- q. Amended Agreement w/911 Supply LLC for Purchase of Uniforms
- r. Purchase Authorization from ProForce Marketing, Inc for Weapons & Electronic Devices
- s. Employee Recognition Award Policy Rescinding Resolution 2012-435

Scheduled Business

Regional Vegetable Production Update ~ M Ophardt

Office of Public Defense 2012 Annual Report and Strategic Plan ~ E Hsu

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, April 23, 2013, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; County Engineer Daniel Ford; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Jacki Lahtinen, District Court; Erhiza Rivera and Nick Kooker, Treasurer's Office; Teri Holmes, Central Services; Clerk Josie Delvin; Robert Heard, Central Services; Auditor Brenda Chilton; Bryan Perry, Safety Coordinator; Pat Austin, Superior Court; DPA Ryan Lukson.

Approval of Minutes

The Minutes of April 16, 2013 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items a-r, adding "s" (letters in support of Yakima Basin Integrated Plan). Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

- a. Maintenance Agreement w/Comstor Information Management Inc. for Reader Printers

Central Services

- b. Authorization to Proceed w/Bid Process for Purchase of Printer Cartridge Supplies

Facilities

- c. Payment to IDAC West for Engineering Services to Repair OPTO22 Control System
- d. Contract w/Dynamic Sales and Service LLC for Purchase & Installation of Washer Extractor

Human Services

- e. Amended Agreement w/Benton Franklin Community Action Committee for Ten Year Homeless Housing Plan

Juvenile

- f. Contract w/The National Center for Juvenile Justice for Data Warehouse Project Activities

Office of Public Defense

- g. Termination of District Court Public Defense Contract w/R Swinburnson
- h. Termination of District Court Public Defense Contract w/C Harkins
- i. Termination of District Court Public Defense Contract w/P Younesi

Personnel

- j. Repealing & Superseding Previous Resolutions Regarding Benton County Noxious Weed Control Board Map And Reestablishing Section Boundaries for Commissioner Selection
- k. Appointment of N Berg to the Noxious Weed Control Board; Area 2
- l. Appointment of M Sackschewsky to the Noxious Weed Control Board; Area 3
- m. Appointment of D Downs to the Noxious Weed Control Board; Area 4
- n. Appointment of M Crowder to the Noxious Weed Control Board; Area 5
- o. Approval of Salary Step Placement for Chief Appraiser Job Classification

Public Works

- p. Amending Resolution 2012-482 on Piert Road Extension Approving Reimbursement to Northwest Pipeline
- q. Bid Process Authorization for Purchase of Surfacing Materials
- r. Amended Final Assessment Roll for County Road Improvement District #15

Commissioners

- s. Support Letters – Yakima Basin Integrated Plan

Prosser Economic Development Association Quarterly Update

Deb Heintz updated the Board on the following activities of PEDAs:

- New construction
- Charter class leadership Prosser
- Directional signs
- Successful grant writing program
- Housing needs – new committee
- Clore Center – funding needs still there
- Historic Downtown Prosser Association – received facade improvement grants; purchasing new furniture (more park benches, bike racks, garbage cans, ash cans)

Trial Court Improvement Fund

Pat Austin, Josie Delvin, and Jacki Lahtinen presented the proposed expenditures for 2013-2014. Ms. Austin said they currently had \$300,000 and the request for expenditures was in the amount of \$80,750.

MOTION: Commissioner Delvin moved to approve the recommended expenditures for the Trial Court Improvement Fund as presented. Commissioner Beaver seconded and upon vote the motion carried.

Unscheduled Visitors

Jim Wade, Kennewick said he visited the horse racing at the Fairgrounds and had concerns about the way the grandstands and bleachers were situated (for ingress and egress) and that somebody might get hurt. Mr. Sparks said they would review the issue and get back to him.

Commissioner Assignment Update

Commissioner Beaver said he attended a Council of Governments and Tri-City Chamber meeting and talked to Adam about a workshop to update the Board on Hanford issues.

Commissioner Delvin said he met with Lourdes Counseling Center (they were applying for a licensing change that might help with mental health issues). He said he spent Wednesday and Thursday in Olympia attending WSAC Legislative Steering committee meetings; additionally, he met with the Director of Ecology regarding the groundwater issue.

Chairman Small thanked everyone for their support while he was gone.

The Board briefly recessed, reconvening at 9:40 a.m.

Executive Session – Potential Litigation

The Board went into executive session at 9:40 a.m. for up to 40 minutes with DPA Ryan Lukson to discuss potential litigation. Also present were DPA Ryan Brown, David Sparks, Loretta Smith Kelty, Melina Wenner, Bryan Perry, Pat Austin, Cami McKenzie, and Mike Shuttleworth. The Board came out at 10:13 a.m. No decisions were made in executive session.

The Board briefly recessed, reconvening at 10:20 a.m.

MOTION: It was moved and seconded to authorize the PA to file a complaint on behalf of the County against Mr. Lawrence to recover funds owed to the County. Upon vote, the motion carried unanimously.

Vouchers

Check Date: 04/19/2013
Transfers # 01010413, 05010413, 0050204132, 050204134
Transfers #: 050504132, 010804131-010804136
Total all funds: \$134,770.64

Check Date: 04/19/2013
Warrant #: 78680-78872
Total all funds: \$759,042.66

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

Resolutions

- 2013-312: Maintenance Agreement w/Comstor Information Management Inc. for Reader Printers
- 2013-313: Authorization to Proceed w/Bid Process for Purchase of Printer Cartridge Supplies
- 2013-314: Payment to IDAC West for Engineering Services to Repair OPTO22 Control System
- 2013-315: Contract w/Dynamic Sales and Service LLC for Purchase & Installation of Washer Extractor
- 2013-316: Amended Agreement w/Benton Franklin Community Action Committee for Ten Year Homeless Housing Plan
- 2013-317: Contract w/The National Center for Juvenile Justice for Data Warehouse Project Activities
- 2013-318: Termination of District Court Public Defense Contract w/R Swinburnson
- 2013-319: Termination of District Court Public Defense Contract w/C Harkins
- 2013-320: Termination of District Court Public Defense Contract w/P Younesi
- 2013-321: Repealing & Superseding Previous Resolutions Regarding Benton County Noxious Weed Control Board Map And Reestablishing Section Boundaries for Commissioner Selection
- 2013-322: Appointment of N Berg to the Noxious Weed Control Board; Area 2
- 2013-323: Appointment of M Sackschewsky to the Noxious Weed Control Board; Area 3
- 2013-324: Appointment of D Downs to the Noxious Weed Control Board; Area 4
- 2013-325: Appointment of M Crowder to the Noxious Weed Control Board; Area 5
- 2013-326: Approval of Salary Step Placement for Chief Appraiser Job Classification
- 2013-327: Amending Resolution 2012-482 on Piert Road Extension Approving Reimbursement to Northwest Pipeline
- 2013-328: Bid Process Authorization for Purchase of Surfacing Materials
- 2013-329: Amended Final Assessment Roll for County Road Improvement District #15
- 2013-330: Authorizing Expenditures – Trial Court Improvement Fund 2013-2014

There being no further business before the Board, the meeting adjourned at approximately 10:20 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 30 Apr 2013 Subject: ADO designation Memo Date: 17 Apr 2013 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Every two years, the County is to designate an "Associate Development Organization" (ADO) as discussed in the attached paperwork from the Department of Commerce. That time has arrived again.

The Tri-Cities Development Council (TRIDEC) has been Benton County's ADO for many years. Staff sees no reason to change this situation, and no other organization has presented interest or credentials to support considering a change. TRIDEC has confirmed their desire to remain the ADO for Benton County.

Attached is a resolution confirming the designation of TRIDEC as the ADO, and the simple form to be signed by the Chairman and sent back to Commerce.

FISCAL IMPACT

None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF DESIGNATION OF AN ASSOCIATE DEVELOPMENT ORGANIZATION

WHEREAS, for each biennium, the Washington Department of Commerce contracts with an organization in each county to address and promote matters of economic and community development at the local level such as tourism, small business growth, infrastructure development, and other matters; and,

WHEREAS, such organizations are known as "Associate Development Organizations" (ADOs) and must be designated and affirmed by each county government; and,

WHEREAS, the Tri-Cities Development Council is and has been the ADO for Benton County for several years, has performed to expectations in this capacity, and has built excellent relationships with the County, with the State, and throughout the community; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Commissioners designates the Tri-Cities Development Council as the "Associate Development Organization" for Benton County, to coordinate economic development services for the County by contract with the Washington Department of Commerce, consistent with statutory requirements detailed in RCW 43.330.080. To this end, the Chairman of the Board is hereby directed to sign the "Associate Development Organization Certification/Designation Form" that has been provided by the Department of Commerce.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

cc: Auditor, Prosecutor (Ozuna), Sustainable Development
Board of Commissioners
Tri-Cities Development Council
Washington Department of Commerce

Prepared by: AJ Fyall

Associate Development Organization Certification/Designation Form
(For use by County officials.)

BENTON

(Name of County)

affirms/ designates the

TRI-CITIES DEVELOPMENT COUNCIL

(Name of ADO)

as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Commerce. Consistent with statutory requirements:

1. The prospective ADO is a non-profit organization.

OR
 A public entity that has formed an authority or committee with full operating authority to carry out the duties of the ADO. It is important to recognize that this group would have its own authority and budget, not just the power to recommend actions/plans/expenses.
2. Economic development is the primary mission of the prospective ADO, and not just a secondary activity. This can be demonstrated with a written mission statement in a brochure, web-page, newsletter, etc. It may also be documented in the organization's by-laws.
3. For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.
4. This organization has/will have the capacity during the period under contract with Commerce to carryout work activities as detailed in RCW 43.330.080

This designation is effective on the date signed below, and shall remain in effect for the 2013-2015 biennium.

Signature

CHAIRMAN OF THE BOARD

Title

Print Name

SHON SMALL

Date

30 APRIL 2013

PLEASE SUBMIT TO:

Kathy Carlson, Contracts Coordinator
Business Services Division
Washington State Department of Commerce
Post Office Box 42525
Olympia, WA 98504-2525

b. Agreement w/Kennewick Police Department to Provide Crisis Intervention Team Training

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Professional Services Agreement #PSA-2013/14-KPD/CIT between Benton and Franklin Counties Department of Human Services and Kennewick Police Department</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Agreement <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into a Professional Services Agreement with Kennewick Police Department to provide Crisis Intervention (CIT) Training to law enforcement and allied service providers in Benton and Franklin Counties.

SUMMARY

Award: Maximum consideration amount not to exceed \$6,000.00
Period: March 1, 2013 through June 30, 2014
Funding Source: Fund 0108-101 Human Services Budget

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum consideration amount not to exceed \$6,000.00.

MOTION

To approve signing Professional Services Agreement #PSA-2013/14-KPD/CIT with Kennewick Police Department, and to authorize the Chair to sign on behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT #PSA-2013/14-KPD/CIT BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND KENNEWICK POLICE DEPARTMENT, TO PROVIDE CRISIS INTERVENTION TEAM (CIT) TRAINING TO LAW ENFORCEMENT AND ALLIED SERVICE PROVIDERS IN BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into a Professional Services Agreement with Kennewick Police Department to provide Crisis Intervention Team (CIT) Training to law enforcement and allied service providers in Benton and Franklin Counties; and

WHEREAS, the maximum consideration for this Agreement shall not exceed \$6,000.00; NOW, THEREFORE

BE IT RESOLVED, that the Boards of Benton County and Franklin County Commissioners here by accept the proposed Professional Services Agreement between Benton and Franklin Counties Department of Human Services and Kennewick Police Department; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners, be and they hereby are, authorized to sign, on behalf of their respective county, Professional Services Agreement #PSA-2013/14-KPD/CIT between Benton and Franklin Counties Department of Human Services and Kennewick Police Department to provide Crisis Intervention Team (CIT) Training to law enforcement and allied service providers in Benton and Franklin Counties, for a maximum consideration amount not to exceed \$6,000.00; and

BE IT FURTHER RESOLVED, the term of the attached Professional Services Agreement commences on March 1, 2013 and shall expire on June 30, 2014.

Dated this . . . day of, 2013

Dated this . . . day of, 2013

Chair

Chair

Member

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Professional Services Agreement #PSA-2013/14-KPD/CIT**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Suite #201 Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and City of Kennewick a governmental entity, with its principal offices at 741 S. Dayton, Kennewick, Washington 99336 (hereinafter "Contractor").

Counties Contact Information:
Ed Thornbrugh, Administrator
Department of Human Services
7102 W. Okanogan Avenue #201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: edward.thornbrugh@co.benton.wa.us

Contractor Contact Information:
Ken Hohenberg
Kennewick Police Department
741 S. Dayton
Kennewick, WA 99336
Phone: 509.585.4208
Fax: 509.582.9528
E-Mail: ken-hohenberg@ci.kennewick.wa.us

Agreement Start Date.....March 1, 2013
Agreement End Date (unless terminated sooner as set forth herein this Agreement) 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 end date.

Consideration\$6,000.00
Source of Funds.....MH/MR local tax dollars
Exhibits incorporated into this Agreement
Exhibit "A" – CIT Model Core Elements (Training Guidelines)

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

For the Contractor:

 04/15/13

[Name and Title] Date

For Benton County:

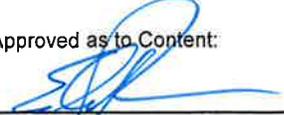
Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

Approved as to Form:
Agreed Review Performed by Benton County
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2013-HFH:</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and Tri-</u> <u>County Partners Habitat for Humanity</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

Habitat for Humanity has partnered with volunteers in the community to bring resources together to help low-income elderly/disabled and extremely low-income families who own their homes but due to frail health and/or fixed low incomes are not able to keep up with critical home repairs.

Funds disbursed pursuant to this Agreement will reimburse Recipient for projects performed for a minimum of three (3) scattered sites throughout Benton County.

COORDINATION

Ryan Lukson, BCPA
 Ed Thornbrugh, DHS
 Tracy Diaz, DHS

SUMMARY

Award: Maximum consideration is \$11,272.00
Period: Date of Execution through March 31, 2014
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Grant Agreement amount of \$11,272.00.

MOTION

To approve signing Grant Agreement #2060-2013-HFH with Tri-County Partners Habitat for Humanity, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2013-HFH BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND TRI-COUNTY PARTNERS HABITAT FOR HUMANITY, TO FUND NO LESS THAN THREE (3) PROJECTS IN BENTON COUNTY, WASHINGTON THAT WOULD SERVE LOW-INCOME ELDERLY/DISABLED AND EXTREMELY LOW-INCOME FAMILIES TO KEEP UP WITH CRITICAL HOME REPAIRS;

WHEREAS, Habitat for Humanity has partnered with volunteers in the community to bring resources together to help low-income elderly/disabled and extremely low-income families complete critical home repairs; and

WHEREAS, the targeted community is low-income elderly/disabled and extremely low-income families who own their homes but due to frail health and/or fixed/low incomes are not able to keep up with critical home repairs; and

WHEREAS, funds disbursed pursuant to this Agreement will reimburse Recipient for projects performed for a minimum of three (3) scattered sites throughout Benton County; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2013-HFH between Benton and Franklin Counties Department of Human Services and Tri-County Partners Habitat for Humanity; to fund no less than three (3) projects in Benton County, Washington that would serve low-income elderly/disabled and extremely low-income families who own their homes keep up with critical home repairs; for a Grant Agreement amount of \$11,272.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the Date of Execution and ends on March 31, 2014.

Dated thisday of, 2013

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2013-HFH**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and the Tri County Partners Habitat for Humanity a private non-profit agency, with its principal offices at 313 Wellsian Way, Richland, WA 99352 (hereinafter "Recipient" or "Contractor"), and together referred to as the "Parties."

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

Recipient Contact Representative:
Theresa Richardson, Executive Director
Tri County Partners Habitat for Humanity
313 Wellsian Way
Richland, WA 99352
Phone: 509- 943-5555
Fax: 509-943-1693
E-Mail: trichardson@habitat-tcp.org

Agreement Start Date..... Date of Execution
Agreement End DateMarch 31, 2014

Consideration\$11,272.00

Attachment A..... Budget

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

For the Contractor:

Theresa Richardson 4/9/2013
Executive Director Date

For Benton County

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
[Signature]
Department of Human Services

Approved as to Form:
[Signature]
Benton County Prosecutor's Office

d. Agreement w/Therapeutic Innovation & Recovery to Fund Homeless Drop In Center & Day Shelter

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Subject: Grant Agreement #2060-2013-TIR; between Benton and Franklin Counties Department of Human Services and Therapeutic Innovations and Recovery Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <input checked="" type="checkbox"/> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Therapeutic Innovations and Recovery to fund the Homeless Drop In Center and Day Shelter known as "Ken and Teresa's Place". Ken and Theresa's Place will provide outreach, prevention, case management, and recovery skills based on individual needs. Hygiene and laundry facilities will be available along with transportation/bus tokens, support services, and advocacy. The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness.

Ken ad Teresa's Place has expanded services to include eleven beds for emergency shelter and transitional housing provided through a master lease program at scattered sites. Funding will be applied to shelter operations and rehabilitation.

COORDINATION

Ryan Lukson, BCPA
 Ed Thornbrugh, DHS
 Tracy Diaz, DHS

SUMMARY

Award: Grant Agreement amount of \$41,258.00
Period: April 1, 2013 through March 31, 2014
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

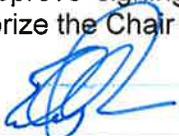
- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Grant Agreement amount of \$41,258.00

MOTION

To approve signing Grant Agreement #2060-2013-TIR with the Therapeutic Innovations and Recovery, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2013-TIR BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THERAPEUTIC INNOVATIONS AND RECOVERY, TO FUND SHELTER OPERATIONS AND REHABILITATION OF THE HOMELESS DROP IN CENTER AND DAY SHELTER KNOWN AS "KEN AND TERESA'S PLACE"

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Therapeutic Innovations and Recovery to fund the Homeless Drop In Center and Day Shelter known as "Ken and Teresa's Place"; and

WHEREAS, Ken and Theresa's Place will provide outreach, prevention, case management, and recovery skills based on individual needs; and

WHEREAS, hygiene and laundry facilities will be available along with transportation/bus tokens, support services, and advocacy. The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness; and

WHEREAS, Ken ad Teresa's Place has expanded services to include eleven beds for emergency shelter and transitional housing provided through a master lease program at scattered sites. Funding will be applied to shelter operations and rehabilitation; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2013-TIR between Benton and Franklin Counties Department of Human Services and Therapeutic Innovations and Recovery, to fund the shelter operations and rehabilitation of the Homeless Drop In Center and Day Shelter known as "Ken and Teresa's Place"; for a Grant Agreement amount of \$41,258.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the April 1, 2013 and ends on March 31, 2014.

Dated thisday of, 2013

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2013-TIR**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and Therapeutic Innovations and Recovery (TIR) a private non-profit agency, with its principal offices at 4430 Clearwater Ave, Kennewick, WA. 99336 (hereinafter "Recipient" or "Contractor"), and together referred to as the "Parties."

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

Recipient Contact Representative:
Steve Gaulke, Executive Director
Therapeutic Innovations and Recovery
4430 Clearwater Ave.
Kennewick, WA 99336
Phone: 509- 654-5844
Fax: 509-943-1693
E-Mail: sgaultketir@gmail.com

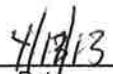
Agreement Start Date.....April 1, 2013
Agreement End DateMarch 31, 2014

Consideration \$41,258.00

Attachment A..... Budget

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

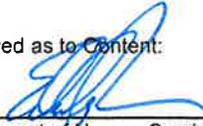
For the Contractor:


Executive Director

Date

For Benton County

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2013-CBVC;</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Columbia Basin Veterans Coalition</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Columbia Basin Veteran Coalition to fund a rehabilitation project at the Columbia Basin Veterans Coalition's Transitional Living Facility known as the Wagenaar-Pfister Transitional Home.

The Wagenaar-Pfister Transitional Home is a group transitional living facility that is affordable to very low-income persons pursuant to RCW 36.22.178 and serving veterans who are homeless or pending homelessness.

The home currently has a bathroom located in the master bedroom and is accessible only by passing through this bedroom. The rehabilitation project would allow for a new entrance to be created in the hallway for easier access to all residents.

COORDINATION

Ryan Lukson, BCPA
 Ed Thornbrugh, DHS
 Tracy Diaz, DHS

SUMMARY

Award: Grant Agreement amount of \$2,753.00
Period: April 1, 2013 through March 31, 2014
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Grant Agreement amount of \$2,753.00

MOTION

To approve signing Grant Agreement #2060-2013-CBVC with the Columbia Basin Veterans Coalition, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2013-CBVC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COLUMBIA BASIN VETERANS COALITION, TO FUND A REHABILITATION PROJECT FOR THE WAGENAAR-PFISTER TRANSITIONAL HOME

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Columbia Basin Veterans Coalition to fund a rehabilitation project at the Columbia Basin Veterans Coalition's Transitional Living Facility known as the Wagenaar-Pfister Transitional Home; and

WHEREAS, the Wagenaar-Pfister Transitional Home is a group transitional living facility that is affordable to very low-income persons pursuant to RCW 36.22.178 and serving veterans who are homeless or pending homelessness; and

WHEREAS, the home currently has a bathroom located in the master bedroom and is accessible only by passing through this bedroom. The rehabilitation project would allow for a new entrance to be created in the hallway for easier access to all residents ; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2013-CBVC between Benton and Franklin Counties Department of Human Services and Columbia Basin Veterans Coalition, to fund a rehabilitation project for the Wagenaar-Pfister Transitional Home; for a Grant Agreement amount of \$2,753.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the April 1, 2013 and ends on March 31, 2014.

Dated this . . . day of , 2013

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2013-CBVC**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and CBVC, d/b/a Columbia Basin Veterans Coalition, a private non-profit agency, with its principal offices at 100 N. 20th Ave. Suite A, Pasco, WA 99301 (hereinafter "Recipient" or "Contractor"), and together referred to as the "Parties."

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

Recipient Contact Representative:
Johan Curtiss, Executive Director
Columbia Basin Veterans Coalition
1600 N. 20th Ave. Suite A
Pasco, WA 99301
Phone: 509- 545-6558
Fax: 509-545-5722
E-Mail:johancurtiss@veterancoalition-cb.org

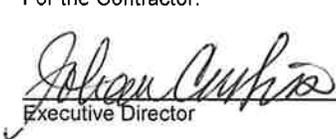
Agreement Start Date.....April 1, 2013
Agreement End Date March 31, 2014

Consideration\$2,753.00

Attachment A..... Budget

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

For the Contractor:

 Executive Director
 Executive Director
Date 4/17/2013

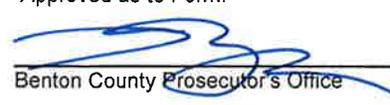
For Benton County

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

f. Amended Agreement w/Lourdes Counseling Center for Services to Medial Care Recipients

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Amendment	<input checked="" type="checkbox"/>
Subject: Second Amendment to Agreement #2011/2013-HEN-LCC	Pass Resolution	<input checked="" type="checkbox"/>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance	<input type="checkbox"/>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Consent Agenda	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>
	1st Discussion	<input type="checkbox"/>
	2nd Discussion	<input type="checkbox"/>
	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Lourdes Counseling Center to provide Essential Needs, Rent and Utility Payments to Medical Care Services recipients.

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

The Second Amendment reduces the Landlord Stability Fund Budget Category by \$1,706.00. By reducing the Landlord Stability Fund Budget Category, the overall amount of total Direct Services and the overall Consideration is also reduced.

Attachment B shall be replaced in its entirety with the attached Amended Attachment B

SUMMARY

Award: \$126,866.00
Period: Remains unchanged
Funding Source: Washington State Department of Commerce

COORDINATION

Ryan Lukson, BCPA- Agreed review performed by Franklin County
 Ryan Verhulp, Franklin County Deputy Prosecuting Attorney
 Ed Thornbrugh, Dept. of Human Services
 Tammie Washburn, Dept. of Human Services

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a new Consideration amount of \$126,866.00.

MOTION

To approve signing a Second Amendment to Agreement #2011/2013-HEN-LCC with Lourdes Counseling Center, and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #2011/2013-HEN-LCC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND LOURDES COUNSELING CENTER; APPROVED BY BENTON COUNTY RESOLUTION NO. 2012-012 AND FRANKLIN COUNTY RESOLUTION NO. 2011-435

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

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

WHEREAS, this Second Amendment reduces the Landlord Stability Fund Budget Category by \$1,706.00. By reducing the Landlord Stability Fund Budget Category, the overall amount of total Direct Services and the overall Consideration amount is also reduced; and

WHEREAS, Attachment B shall be replaced in its entirety with the attached Amended Attachment B; NOW, THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #2011/2013-HEN-LCC to reduce the Landlord Stability Fund Budget Category by \$1,706.00 and replace Attachment B with the attached Amended Attachment B; and

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

Dated this.....day of, 2013

Dated this.....day of, 2013

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

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

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Lourdes Counseling Center**, a private non-profit agency, with its principal offices 1175 Carondelet Drive, Richland, WA 99352 (hereinafter "Grantee").

Counties Contact Information:

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

Grantee Contact Information:

Barbara Mead, Executive
Lourdes Counseling Center
1175 Carondelet Drive
Richland, WA 99352
Phone: 509.943.7200
E-Mail: bmead@lourdesonline.org

Agreement Start Date October 1, 2011
Agreement End Date (unless terminated sooner as set forth herein this Agreement)..... June 30, 2013

The Grantee shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration \$126,866.00

Attachments incorporated into this Second Amendment:
Amended Attachment B-Budget

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

For the Grantee:

Barbara Mead

VP Behavioral Health
Title: Physician Date: 4/8/13
Clinic

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

[Signature]
Department of Human Services

Approved as to Form:

Agreed Review Performed by Franklin County
Benton County Prosecutor's Office

Approved as to Form:

[Signature]
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2013-DVSBF:</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Domestic Violence Services of Benton</u> <u>and Franklin Counties</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Domestic Violence Services of Benton and Franklin Counties operates a 24-hour emergency shelter and crisis line that annually serves an average of 350 homeless victims of domestic violence and their children.

The funding requested is to provide on-site operational staff, operations, and maintenance cost associated with facility operations, and rehabilitation of two (2) shelter bathrooms.

COORDINATION

Ryan Lukson, BCPA
 Ed Thornbrugh, DHS
 Tracy Diaz, DHS

SUMMARY

Award: Maximum consideration is \$108,524.00
Period: Date of Execution through March 31, 2014
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

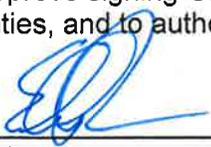
- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Grant Agreement amount of \$108,524.00.

MOTION

To approve signing Grant Agreement #2060-2013-DVSBF with Domestic Violence Services of Benton and Franklin Counties, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2013-DVSBF BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES

WHEREAS, Domestic Violence Services of Benton and Franklin Counties operates a 24-hour emergency shelter and crisis line that annually serves an average of 350 homeless victims of domestic violence and their children; and

WHEREAS, the funding requested is to provide on-site operational staff, operations, and maintenance cost associated with facility operations, including: program supplies, insurance, and utilities; and

WHEREAS, Domestic Violence Services of Benton and Franklin Counties is also requesting funding to rehabilitate two (2) shelter bathrooms; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2013-DVSBF between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties; to fund on-site operational staff, operations, and maintenance cost associated with facility operations, and rehabilitation of two (2) shelter bathrooms; for a Grant Agreement amount of \$108,524.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the Date of Execution and ends on March 31, 2014.

Dated this . . . day of , 2013

Chair

Member

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

Attest: _____
Clerk of the Board

h. Line Item Transfer, Fund No.
0108-101, Dept. 566

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>4/30/2013</u>	Execute Contract _____	Consent Agenda <u>_x_</u>
Subject: <u>Line item</u>	Pass Resolution <u>___x___</u>	Public Hearing _____
<u>transfer</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>Linda Ivey</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>Ed Thornbrugh</u>	Other _____	Other _____

BACKGROUND INFORMATION

Substance Abuse Contracts reimbursements for Community Outreach services are higher than budgeted.

SUMMARY

Same as above

RECOMMENDATION

Pass the Resolution and Attachment A – Line item transfer

FISCAL IMPACT

None- All transfers are within the Human Services Fund 0108-101.

No supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE HUMAN SERVICES FUND 0108.101. DEPARTMENT NUMBER 566.

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: Human Services; Auditor; File

IVEY

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>XX</u>
MEETING DATE: B/C 04-30-2013 F/C 05-08-2013	Executive Contract XX	PUBLIC HEARING
SUBJECT: Contract Amendment 1163-30902-01 with DSHS	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Toni Lehman	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon A. Paradis	Other	OTHER

BACKGROUND INFORMATION

The Benton Franklin Counties Juvenile Justice Center currently has a contract with the State of Washington Department of Social and Health Services (DSHS) for Washington State Aggression Replacement Training Consultation via Benton County Resolution # 11-477 and Franklin County Resolution # 2011 262. The current contract 1163-30902 and contract amendment 1163-30902-01 has an incorrect department listed as it lists Department of Human Services rather than Benton-Franklin Counties Juvenile Justice Center under the section stating Contractor Address.

SUMMARY

The current contract has a maximum contract amount of \$16,490.00. The contract amendment extends the maximum contract amount to \$19,990.00.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Contract Amendment 1163-30902-01 between the State of Washington Department of Social and Health Services and Benton-Franklin Counties Juvenile Justice Center for services.

COORDINATION

Coordination of the contract occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract amendment as to form; Del Hontanosas, DSHS Grants & Contract Manager; and Darryl Banks, Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

This is a Fee for Service contract whereby we are reimbursed for services rendered. The amount is not to exceed \$19,900.00

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 CONTRACT AMENDMENT 1163-30902-01
BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

WHEREAS, Benton and Franklin Counties has a Program Agreement with Washington Department of Social and Health Services for WSART Consultation via Benton County Resolution numbered 11-477 and Franklin County Resolution numbered 2011-262 which is DSHS Agreement Number 1163-30902; and

WHEREAS, the Contract Amendment 1163-30902-01 increases the maximum contract amount from \$16,490.00 to \$19,990.00; and

WHEREAS, DSHS Agreement Number 1163-30902 had an incorrect department listed of Department of Human Services that should have been Benton-Franklin Counties Juvenile Justice Center; and

WHEREAS, the Juvenile Administrator believes it is the best interest of the Juvenile Justice Center to approve Contract Amendment 1163-30902-01; **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 the Boards concur with the Juvenile Administrator's recommendation and hereby approve Contract Amendment 1163-30902-01 in an amount not to exceed \$19,900.00; and

BE IT FURTHER RESOLVED that the Benton-Franklin Counties Juvenile Justice Center is the correct party, replacing the Department of Human Services; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Contract Amendment 1163-30902-01 and initial the change to Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, the term of the attached contract amendment commences April 29, 2013 and expires on June 30, 2013.

DATED this 30th day of April 2013
**BENTON COUNTY BOARD OF
COMMISSIONERS**

DATED this 8th day of May 2013
**FRANKLIN COUNTY BOARD OF
COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Member

Member

Member

Attest: _____
Clerk to the Board

Attest: _____
Clerk to the Board



**CONTRACT AMENDMENT
WSART Consultation for County
Juvenile Courts**

DSHS CONTRACT NUMBER:
1163-30902

Amendment No. 01

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA) Franklin County	
CONTRACTOR ADDRESS <i>Benton-Franklin Juvenile Justice Center Department of Human Services 5608 W Canal Place, 7402 West Okanogan Place, Suite 201 Ste 106 Kennewick, WA 99336-</i>		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Dave Wheeler	CONTRACTOR TELEPHONE (509) 737-8745	CONTRACTOR FAX () -	CONTRACTOR E-MAIL ADDRESS david.wheeler@co.benton.wa.us
DSHS ADMINISTRATION Juvenile Justice and Rehabilitation Administration		DSHS DIVISION Division of Treatment and Intergovernmental Prog	DSHS CONTRACT CODE 5000CC-63
DSHS CONTACT NAME AND TITLE Cory Redman Program Administrator		DSHS CONTACT ADDRESS 14th and Jefferson P.O. Box 45720 Olympia, WA 98504-	
DSHS CONTACT TELEPHONE (360) 902-8079	DSHS CONTACT FAX (360) 902-8108		DSHS CONTACT E-MAIL ADDRESS redmaca@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 04/29/2013		CONTRACT END DATE 06/30/2013	
PRIOR MAXIMUM CONTRACT AMOUNT \$16,490.00	AMOUNT OF INCREASE OR DECREASE \$3,500.00	TOTAL MAXIMUM CONTRACT AMOUNT \$19,990.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify): This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE <i>see attached signature page</i>		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE Del Hontanosas Grants & Contracts Manager	DATE SIGNED

j. May Employee of the Month
Appointment

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 4/30/13 Subject: Employee of the Month Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Approval of Employee of the Month for May 2013.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for May 2013.

FISCAL IMPACT

No fiscal impact.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 117

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney Dept Nbr: 117
 Fund Name: Current Expense Fund Nbr: 0000.101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT
515.810	1364	Legal Sec II	\$5,200	515.810	1905	Temporary Help	\$5,200
TOTAL			\$5,200	TOTAL			\$5,200

Explanation:

We would like to transfer funds within the 2013-2014 Current Expense Budget to an underfunded line-item. The Legal Secretary is going on PDL/FMLA leave for approximately 18 weeks. We have hired a part-time employee to replace the Legal Secretary while she is on leave. We will pay the part-time employee out of temporary help.

Prepared by: Margaret Ault Date: 4/23/2013
 Approved Denied Date: _____

 Chairman

 Member

 Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: ESTABLISHING THE COUNTY ROAD IMPROVEMENT DISTRICT NO. 21 DEBT SERVICE FUND, FUND NO. 0273-201

WHEREAS, the Benton County Commissioners approved certain improvements to Antinori Road CE 1945 CRP and established County Road Improvement District No. 21 provided that payment for the improvements be made by special assessments upon the property in the district payable by the mode of “payment by bonds” and providing for the issuance and sale of County Road Improvement District warrants redeemable in cash or other short-term financing and County Road Improvement District bonds via Resolution 2012-066; and

WHEREAS, Generally Accepted Accounting Principles (GAAP) allows that a separate fund be established for each county bond indebtedness; and

WHEREAS, the County must account for those expenditures associated with the repayment of this bond indebtedness; **NOW, THEREFORE**,

BE IT RESOLVED that the County Road Improvement District No. 21 Debt Service Fund is hereby established to account for the repayment of interest and principle associated with the issuance of such bonds; and

BE IT FURTHER RESOLVED, the Benton County Treasurer is hereby authorized to establish said County Road Improvement District No. 21 Debt Service Fund to be identified as Fund No. 0273-201.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: ESTABLISHING THE COUNTY ROAD IMPROVEMENT DISTRICT NO. 21 CONSTRUCTION FUND, FUND NO. 0373-401

WHEREAS, the Benton County Commissioners approved certain improvements to Antinori Road CE 1945 CRP and established County Road Improvement District No. 21 provided that payment for the improvements be made by special assessments upon the property in the district payable by the mode of “payment by bonds” and providing for the issuance and sale of County Road Improvement District warrants redeemable in cash or other short-term financing and County Road Improvement District bonds via Resolution 2012-066; and

WHEREAS, it is necessary to establish a construction fund from which expenditures can be made for construction costs associated with the improvements to Antinori Road CE 1945 CRP; **NOW, THEREFORE,**

BE IT RESOLVED that the County Road Improvement District No. 21 Construction Fund is hereby established to account for construction costs associated with the improvements to Antinori Road CE 1945 CRP; and

BE IT FURTHER RESOLVED, the Benton County Treasurer is hereby authorized to establish said County Road Improvement District No. 21 Construction Fund to be identified as Fund No. 0373-401.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: C.E. 1773 CRP - RECONSTRUCTION OF TRAVIS ROAD – SELLARDS ROAD TO HENSON ROAD

WHEREAS, it is the intention of the Board of County Commissioners to reconstruct a portion of Travis Road; and

WHEREAS, the bids are to be delivered to the Benton County Public Works Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Friday, May 24, 2013 and said bids will be opened and read at the Benton County Public Works Department conference room at 2:00 p.m., Friday, May 24, 2013; and

WHEREAS, a bid packet (No. CB 13-12) was prepared by Benton County Public Works staff and submitted to the Benton County Prosecuting Attorney’s office for review; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form Bid No. CB 13-12; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 13-12 reconstruction of Travis Road – Sellards Road to Henson Road; and

BE IT FURTHER RESOLVED that the bids will be received by the Public Works Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Friday, May 24, 2013. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Public Works Department conference room at 2:00 p.m., Friday, May 24, 2013; and

BE IT FURTHER RESOLVED the Plans for this project, heretofore signed by the County Engineer, be and hereby are approved, and the Chairman is authorized to sign Sheet 1 of said Plans on behalf of Benton County.

Dated this 30th day of April 2013.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT PROVISIONS AND PLANS

For Construction of:

TRAVIS ROAD

Sellards Road to Henson Road

CE 1773 CRP

Fed. Aid. No.: STPR-A031(004)

Benton County, Washington

**BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS**



Bid No.: CB 13-12

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS

Sealed bids for C.E. 1773 CRP – TRAVIS ROAD – SELLARDS RD TO HENSON RD., shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., P. O. Box 1001, Prosser, Washington 99350-0954 until 1:30 p.m., Local Time, Friday, May 24, 2013. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Friday, May 24, 2013, at 2:00 p.m., Local Time, in the Public Works office of the Benton County Courthouse, 620 Market St., Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of ten (10) pages, plus Proposal Bond form, and be enclosed in a sealed envelope marked, "BID FOR TRAVIS ROAD".

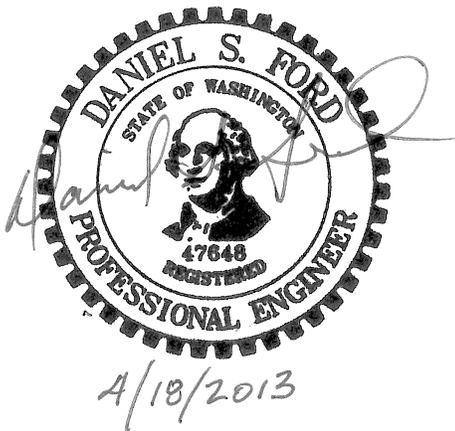
All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Informational copies of maps, plans, and specifications are on file for inspection in the Office of the County Engineer, Benton County Courthouse, Prosser, Washington. The complete set of bid documents may be purchased at a non-refundable cost of \$50.00. Personnel of the County Engineer's Office will show this job to all prospective bidders upon request. The Engineer's Office can be reached at telephone number (509)786-5611 or (509)736-3084.

ENGINEER'S CERTIFICATION

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



Approved as to form:


Deputy Prosecuting Attorney

4/18/13
Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>04/30/13</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Purchase Fifty-Eight (58) Various Sized Equipment Tires for Road Department Equipment Use</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Becken</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

On December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for equipment, materials, and supplies. The Equipment Rental and Revolving (ER&R) Fund wishes to purchase fifty-eight (58) various sized equipment tires for road department equipment use as listed on the Washington State Purchasing Cooperative contract number #01712.

SUMMARY

Purchase from Pasco Tire Factory, Pasco, Washington:

	<u>COST</u>
(6) each Goodyear trailer tires #756246567: price per state contract	\$ 1,365.06
(12) each B F Goodrich light truck tires #05023: price per state contract	2,496.00
(6) each Michelin grader tires #99466: price per state contract	<u>12,230.82</u>
Subtotal	\$16,091.88
Washington State Sales Tax 8.3%	<u>1,335.63</u>
Total	\$17,427.51

Purchase from Commercial Tire, Pasco Washington:

(24) each Bridgestone heavy truck driver tires #238861: price per state contract	\$10,016.16
(6) each Bridgestone heavy truck steer tires #186301: price per state contract	3,398.88
(2) each Goodyear trailer tires #139229099: price state per contract	511.34
(2) each Firestone loader tires #359912: price per state contract	<u>722.32</u>
Subtotal	\$14,648.70
Washington State Sales Tax 8.3%	<u>1,215.84</u>
Total	\$15,864.54

Grand total purchase shall not exceed \$33,500.00.

RECOMMENDATION

The Benton County Public Works Manager recommends the approval of the purchase of fifty-eight (58) various sized tires for road department equipment through the Washington State Purchasing Cooperative Contract Number #01712.

FISCAL IMPACT

There are funds available for these items in the 2013-2014 ER&R Budget.

MOTION

Motion to approve the consent agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE FIFTY EIGHT (58) VARIOUS SIZED TIRES FOR ROAD DEPARTMENT EQUIPMENT FROM PASCO TIRE FACTORY, PASCO, WASHINGTON AND COMMERCIAL TIRE, PASCO, WASHINGTON

WHEREAS, by Resolution 2012-833 dated December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for the purchase of equipment, materials, and supplies; and

WHEREAS, the Equipment Rental and Revolving Fund wishes to purchase twenty-four (24) various sized equipment tires from Pasco Tire Factory, Pasco, Washington, and thirty-four (34) various sized equipment tires from Commercial Tire, Pasco, Washington as listed on the Washington State Purchasing Cooperative contract number #01712; and

WHEREAS, the Public Works Manager recommends the approval of the purchase through the use of the Washington State Purchasing Cooperative contract system; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners authorizes the Public Works Manager to proceed with the purchase of fifty eight (58) various sized tires for the road department equipment through the use of the State Purchasing Cooperative contract number #01712; and

BE IT FURTHER RESOLVED that the purchase of twenty-four (24) tires from Pasco Tire Factory, Pasco, Washington, in the amount of \$16,091.88 plus Washington State Sales Tax and the purchase of thirty (34) tires from Commercial Tire, Pasco, Washington, in the amount of \$14,648.70 plus Washington State Sales Tax for a total purchase not to exceed \$33,500.00 is hereby authorized to be purchased from the 2013-2014 Equipment Rental and Revolving Fund #0501101 Budget.

Dated this 30th day of April, 2013.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Orig.: Public Works
cc: Auditor

L. Moser

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E.R.&R. PURCHASE OF TWO (2) NEW UNUSED SELF-PROPELLED SIDE CAST BROOMS FROM CLYDE WEST, SPOKANE, WASHINGTON

WHEREAS, by resolution dated March 19, 2013, bid call was authorized for E.R.&R. Purchase of Two (2) New Unused Self-Propelled Side Cast Brooms; and

WHEREAS, bids were received and opened on April 15, 2013; and

WHEREAS, 3 bids were received in the amounts below and are as set forth on the attached tabulation

CLYDE WEST, Spokane, Washington	
Broce KR 350	\$63,861.70 plus WSST
5 year extended warranty	\$ 5,200.00 plus WSST
CLYDE WEST, Spokane, Washington	
Broce RJT 350	\$67,274.96 plus WSST
5 year extended warranty	\$ 5,200.00 plus WSST
ROWAND MACHINERY COMPANY, Pasco, Washington	
Superior Broom DT80J	\$75,000.00 plus WSST
5 year extended warranty	\$ 6,150.00 plus WSST

WHEREAS, the County Engineer recommends purchasing Two (2) Broce KR 350 Self-Propelled Side Cast Brooms and the 5 year extended warranty from Clyde West, Spokane, Washington, NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners authorizes the purchase of Two (2) New Unused Self-Propelled Side Cast Brooms (Broce KR 350) from Clyde West, Spokane, Washington, in the amount of \$63,861.70, plus Washington State sales tax and the 5 year extended warranty in the amount of \$5,200.00 plus Washington State sales tax with the total amount payable not to exceed \$74,800.00; and

Dated this 30th day of April, 2013.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	4/30/13	Execute Contract	<u> X </u>	Consent Agenda
Subject:	First Amendment to Purchase Agreement w/ 911 Supply LLC.	Pass Resolution	<u> X </u>	Public Hearing
		Pass Ordinance	<u> </u>	1st Discussion
		Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other
Prepared by:	J. Thompson			
Reviewed by:	<i>S. KEANE</i>			

BACKGROUND INFORMATION/SUMMARY

Per resolution 12-677, section 2.2.3 Purchases or Leases of \$25,000 or more, "Purchases or leases of supplies, materials or equipment over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under RCW 39.04.280."

Resolution 2013-130 authorized the solicitation of formal competitive bid to procure employee uniforms – BDU/Blauer and other related items.

Resolution 2013-194 deemed 911 Supply LLC as the lowest responsible bidder and required them to enter into a purchase agreement.

Resolution 2013-258 awarded the purchasing agreement for employee uniforms – BDU/Blauer and other related items to 911 Supply LLC. It was discovered that the Exhibit A to the agreement was missing the second page making Exhibit A incomplete and inaccurate.

The attached amendment to the purchasing agreement will replace Exhibit A with Exhibit A1. This will provide a complete and accurate copy of the approved items.

APPROVED TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve resolution and first amendment to the purchase agreement.

FISCAL IMPACT

There is no fiscal impact to the change to the exhibit. The original total amount not to exceed \$75,000 including shipping and W.S.S.T which is part of the approved 2013/14 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE PURCHASING AGREEMENT FOR THE PURCHASE OF EMPLOYEE UNIFORMS – BDU/BLAUER AND OTHER RELATED ITEMS TO 911 SUPPLY LLC.

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of employee uniforms – bdu/blauer and other related items per Resolution 2013-130; and

WHEREAS, per Resolution 2013-194, 911 Supply LLC is the lowest responsible bidder; and

WHEREAS, per Resolution 2013-258, 911 Supply LLC was awarded an purchase agreement; and

WHEREAS, it was discovered that Exhibit A of the purchasing agreement was missing the second page, and

WHEREAS, an amendment to the purchasing agreement is needed to replace Exhibit A with Exhibit A-1, **NOW, THEREFORE**

BE IT RESOLVED, Exhibit A shall be replaced in its entirety with the attached Exhibit A1; and

BE IT FURTHER RESOLVED, All references in the Agreement to “Exhibit A” shall hereafter be replaced with “Exhibit A1”; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached first amendment to the purchasing agreement to 911 Supply LLC.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached first amendment to the purchasing agreement.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Sheriff
Cc: LSK, Auditor

Prepared by: J.Thompson

**First Amendment to the Vendor Purchasing Agreement Awarded per
Resolution 2013-258**

This First Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, (hereinafter "County") and 911 Supply LLC, an Oregon Corporation, with its principal offices at 4484 River Rd., Keizer, OR 97303, (hereinafter "Vendor").

Amendment Start Date Execution by both parties
Amendment End Date..... December 31, 2013
Unless this Agreement is terminated or extended as set forth therein.

By way of this First Amendment to the Vendor Purchasing Agreement between the County and Vendor the parties wish to amend their Agreement to submit a complete and accurate copy of Exhibit A. To that effect, the parties hereby agree to amend the Agreement as follows:

1. Exhibit A shall be replaced in its entirety with the attached Exhibit A1. All references in the Agreement to "Exhibit A" shall hereafter be replaced with "Exhibit A1"

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

For the Contractor:



Title: Store Manager Date 4/16/13

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Form:



Benton County Prosecutor's Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>04/30/13</u>	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	Authorization to Purchase Weapons, Air Tasers & Electronic Incapacitation Devices.	Pass Resolution	<u> X </u>	Public Hearing	_____
		Pass Ordinance	_____	1st Discussion	_____
		Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____
Prepared by:	B. White				
Reviewed by:	J. Thompson				

BACKGROUND INFORMATION/SUMMARY

Per resolution 2012-833 dated December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for the purchase of equipment, materials, and supplies. Washington State Contract No. 02309's current term start date is June 3, 2011 and expires on June 2, 2015.

Washington State Contract No. 02309 allows for the purchase of a wide variety of weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc., of Prescott, AZ. The Benton County Sheriff's Office has previously utilized Washington State Contract No. 02309 to purchase weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc. and would like to continue to do so for the period of April 2, 2013 through February 1, 2015.

APPROVED TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the purchase of weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc. off Washington State Contract No. 02309 with a total amount not to exceed \$30,000 including WSST, for the period of April 2, 2013 through February 1, 2015.

FISCAL IMPACT

Amount not to exceed \$30,000.00 from the approved 2013/2014 Budget. No supplement is required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF WEAPONS, AIR TASERS & ELECTRONIC INCAPACITATION DEVICES FROM PROFORCE MARKETING, INC. OFF WASHINGTON STATE CONTRACT NO. 02309 FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, by Resolution 2012-833 dated December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for the purchase of equipment, materials, and supplies; and

WHEREAS, Washington State Contract No. 02309's current term start date is June 3, 2011 and expires on June 2, 2015; and

WHEREAS, Washington State Contract No. 02309 allows for the purchase of a wide variety of weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc.; and

WHEREAS, the Benton County Sheriff's Office has previously utilized Washington State Contract No. 02309 to purchase weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc.; and

WHEREAS, the Benton County Sheriff's Office would like to again purchase weapons, air tasers & electronic incapacitation devices Inc. off of Washington State Contract No. 02309 from April 2, 2013 through February 1, 2015; and

WHEREAS, the Bureau of Law Enforcement Commander recommends purchasing weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc. off Washington State Contract No. 02309;
NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Bureau of Law Enforcement Commander's recommendation and approves the purchase of weapons, air tasers & electronic incapacitation devices from ProForce Marketing, Inc. off Washington State Contract No. 02309 with a total amount not to exceed \$30,000 including WSST, for the period of April 2, 2013 through February 1, 2015; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Purchase Order Agreement.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Original: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: B. White

PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. _____
This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: PRO-FORCE LAW ENFORCEMENT

VENDOR CODE: 460305

VENDOR CONTACT:

VENDOR CONTACT PHONE: 800-367-5855 FAX: (928) 445-3468

VENDOR ADDRESS: 3009 N. Hwy 89, Prescott, AZ 86301-4914

TYPE OF PURCHASE: Weapons, Air Tasers per WA State Contract #02309.

SHIP TO:

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

BILL TO:

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

REMIT TO:

3009 N. Hwy 89,
Prescott, AZ
86301-4914

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to sell the following goods to Benton County under the terms described.

P.O. DATE:

Delivery Date:

Line	Model	Description	Est Qty	Unit Price	Total Price
26524		Taser X26E Yellow/Black grip plates (no holster)		836.00	
44203		Taser Cartridges 25 ft XP (Green Blast Door)		25.90	
44205		Taser Training Cartridges (Blue Blast Door)		21.90	
26701		XDPM – Extended Digital Power Mag 195 – 5 sec		39.95	

The term of this Agreement shall be 22 months commencing upon 04/02/2013 and expiring 02/01/2015.

SUB TOTAL =
8.3% SALES TAX =
TOTAL ORDER =

This Purchase Agreement incorporates by reference all terms and conditions of a purchase of Taser ECD's, cartridges and digital power magazines off of the State of Washington Contract No. 02309 (copy attached hereto as Exhibit A), including the pricing as currently provided or as hereafter amended, and by specified type as listed in the contract.

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

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02309
2. This Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Brian White, Benton County Sheriff's Office

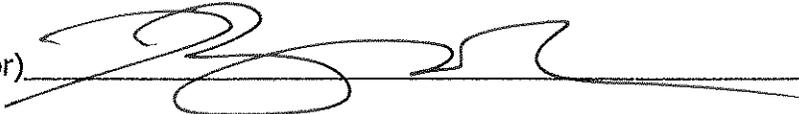
Title: Lieutenant

Address: 7122 W. Okanogan Pl. Bldg. B
Kennewick, WA 99336

Phone: (509) 735-6555 ex. 3837

Fax: (509) 222-3745

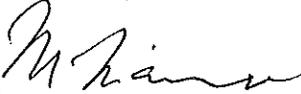
Approved as to Form
(Civil Deputy Prosecutor)



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

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

Vendor Name (Print): Mike Massimo Title: vice President Date: 3-29-13

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

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

Exh. A

THE CONTRACT

State of Washington
Department of General Administration
Office of State Procurement (OSP)



Contract #02309 – WEAPONS, AIR TASERS AND ELECTRONIC INCAPACITATION DEVICES

For Purchases of Materials, Supplies, Services, and Equipment
Under the Authority of
Chapter 43.19 RCW

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>April 30, 2013</u>	Execute Contract	_____	Consent Agenda	<u>__X__</u>
Subject:	<u>Revised BCSO Employee Recognition Award Policy</u>	Pass Resolution	<u>X</u> _____	Public Hearing	_____
		Pass Ordinance	_____	1st Discussion	_____
		Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____
Prepared by:	<u>J.Thompson</u>				
Reviewed by:	<u>Sheriff Keane</u>	<i>S. Keane 4/22/13</i>			

BACKGROUND INFORMATION/SUMMARY

Resolution 12-435 formalized a practice to recognize the employees of the Benton County Sheriff's Office whom have exhibited exceptional public service or served prolonged careers with Benton County. There is a need to allow some flexibility on the types of Employee of the Year Plaques.

RECOMMENDATION

Approve the attached revised Benton County Sheriff's Office Employee Recognition Award Policy and resolution that allows for flexibility in the types of Employee of the Year Plaques.

FISCAL IMPACT

Expenses relating to the Benton County Sheriff's Office Employee Recognition Award Policy is part of the approved 2013/14 department 118 Sheriff Administration budget. No supplement is required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REESTABLISHING AN EMPLOYEE RECOGNITION AWARD POLICY FOR THE BENTON COUNTY SHERIFF'S OFFICE; RESCINDING RESOLUTION 2012-435

WHEREAS, Resolution 2012-435 formalized the practice of recognizing the employees of the Benton County Sheriff's Office whom have exhibited exceptional public service or served prolonged careers with Benton County; and,

WHEREAS, flexibility on the types of Employee of the Year Plaques is needed; **NOW, THEREFORE**,

BE IT HEREBY RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Benton County Sheriff's Office Employee Recognition Award Policy; and

BE IT FURTHER RESOLVED, Resolution 12-435 is hereby rescinded.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest:
Clerk of the Board

Benton & Franklin Counties Office of Public Defense

Annual Report
Benton County
Operations

2012

As the Indigent Defense Coordinator for Benton and Franklin Counties, I am proud to present the 2012 Annual report for our Benton County operations. This report recaps many of the highlights of our operations in 2012 including a year-end financial snapshot, and also summarizes our key achievements including achievements that fulfilled strategic goals set at the beginning of 2012.

A Strategic Plan for 2013 is being published simultaneously to this report. I encourage you to review that plan if you are interested in what this office plans to accomplish in 2013 and how these goals align with our stated Mission and Values.

In 2012, we made great strides in advancing our Mission and Values, which are stated below, and we will continue to do the same in 2013.

Very truly yours,

Eric Hsu

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

MISSION STATEMENT

The Mission of the Benton & Franklin Counties Office of Public Defense is to provide quality, cost-effective, legal representation to indigent and other qualified persons charged with criminal offenses, or otherwise facing incarceration or loss of liberty interest, so as to protect their Constitutional and other legal rights, educate them about the criminal justice system, and champion the interests of justice. The Benton & Franklin Counties Office of Public Defense will always be mindful of the fact that the resources that enable it to advance its Mission are entrusted to it by the taxpayers of Benton & Franklin Counties, and as such it will constantly strive to improve the efficiency and effectiveness of its team, of system which it manages, and of systems of which it is a part of, so as to always be a good steward of such resources.

Benton & Franklin Counties Office of Public Defense

Strategic Plan
Benton County
Operations

2012

Thank you for your interest in the Benton & Franklin Counties Office of Public Defense (“BFOPD”). BFOPD is charged with providing legally mandated public defense services to indigent persons facing criminal charges and certain civil cases, in the courts of Benton County.

This **Strategic Plan** outlines how BFOPD intends to continue to advance its Mission and uphold its Values in the year 2013.

Mission Statement

The Mission of the Benton & Franklin Counties Office of Public Defense is to provide quality, cost-effective, legal representation to indigent and other qualified persons charged with criminal offenses, or otherwise facing incarceration or loss of liberty interest, so as to protect their Constitutional and other legal rights, educate them about the criminal justice system, and champion the interests of justice. The Benton & Franklin Counties Office of Public Defense will always be mindful of the fact that the resources that enable it to advance its Mission are entrusted to it by the taxpayers of Benton & Franklin Counties, and as such it will constantly strive to improve the efficiency and effectiveness of its team, of system which it manages, and of systems of which it is a part of, so as to always be a good steward of such resources.

VALUES

In order to advance its Mission, all Benton & Franklin Counties Office of Public Defense staff and contractors share the following Values.

A	Teamwork	We are constantly seeking out and developing inter-office and intra-office synergistic relationships through which to accomplish shared goals and create win-win outcomes.
B	Effectiveness & Efficiency	We are always choice-driven and introspective so as to maximize effectiveness (do that which has the most effect on advancing the Mission) and efficiency (while consuming the least amount of resources)

C	Quality	We take pride in quality work product in all aspects of what we do.
D	Cost-Effectiveness	We recognize the fiduciary duty we owe to the taxpayers who provide the resources by which we can advance our Mission and always strive to maximize cost-effectiveness without jeopardizing quality.
E	Compassion & Fairness	We recognize that all members of the public with whom we interact and for whom we provide services are fellow community members and citizens and we will treat them with respect, compassion, and fairness.
F	Effective Risk Management	We will always be mindful of the liability related interests of Benton & Franklin Counties and constantly seek to minimize the exposure of the Counties to liability risk.
G	Continuous Improvement	We recognize and embrace the dynamic nature of many factors that affect our ability to advance our Mission and as such, constantly seek out, and take action on, ways to improve every aspect of our operations. We will never settle for “good enough” or accept that the “way it has always been done” is necessarily the best way to continue to do it.

GOAL #1 – ENHANCE MISSION ACCOUNTABILITY of the Office of Public Defense by developing, implementing, tracking, and publishing a set of meaningful Performance Metrics.

Summary: The mission of the Office of Public Defense can be broken down into two portions: a) the *effectiveness* portion, that states that services provided will be of *high quality*, and b) the *efficiency* portion, that states that resources that support the services will always be used judiciously.

In an effort to always remain true to its mission, and to provide benchmarks against which mission accountability can be judged, OPD will develop and implement a set of useful and relevant Performance Metrics (“OPDPM”). While OPD’s role in the criminal justice system is largely reactive and it does not have control over such variables as caseload volume, charging decisions and client wishes, OPDPM will be designed in such a way as to provide insight into trends that should drive management decisions and reflect on how new programs and modifications to existing programs affect mission advancement.