

*December 13,
2010*

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
December 6, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
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, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Erhiza Rivera, Treasurer's Office; Malcolm Bowie, Public Works; Ed Thornbrugh, Human Services; Mike Shuttleworth, Planning; Shon Small, Sheriff's Office; DPA Ryan Brown; Assessor Barb Wagner; Sue Schuetze, Public Works; Susan Walker, Planning.

Workshop Agenda

With nothing to report, the Board recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of November 29, 2010 were approved.

Consent Agenda

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

Animal Control

- a. Copier Lease Agreement w/Ikon Office Supplies

Central Services

- b. Extension of County Voice System to Animal Control Facility

Commissioners

- c. 2011 Non-Bargaining Contribution to Employee Benefits
- d. 2011 Non-Bargaining General Increase of Wages
- e. Letter to City of Prosser re District Court
- f. Support Letter to WA State Department of Commerce
- g. Letter to Agri-Northwest re Horse Heaven Cemetery

Juvenile

- h. Interpreter Service Contract w/M Rudeen
- i. Interpreter Service Contract w/Connections Consulting
- j. Personal Services Agreement w/Coffey Refrigeration
- k. State of WA Administrative Office of the Courts Contract Amendment – Becca Programs
- l. State of WA Administrative Office of the Courts Contract Amendment – CASA Programs
- m. Personal Service Contract w/Inter-City Legal Processing & Messenger Service, LLC

Office of Public Defense

- n. Benton County Law & Justice Council Citizen Member Appointments
- o. Superior Court Professional Services Agreement w/S Johnson
- p. Superior Court Professional Services Agreement w/D Arnold
- q. Superior Court Professional Services Agreement w/S Swanberg
- r. Superior Court Professional Services Agreement w/L Zeigler
- s. Superior Court Professional Services Agreement w/S Cornish
- t. Superior Court Professional Services Agreement w/J Metro
- u. Superior Court Professional Services Agreement w/S Mendoza

Personnel

- v. Guest Speaker Contract w/C Poulsen

Planning

- w. Reappointment of R Burows to Board of Adjustment

Prosecuting Attorney

- x. Collective Bargaining Agreement for Sheriff's Office Clerical

Public Works

- y. Vacation of Right of Way of Bofer Canyon Road

Sheriff

- z. Surplus of Personal Property – Personal Sidearm Purchase – Taylor
- aa. Surplus of Personal Property – Personal Sidearm Purchase – Hart
- bb. Surplus of Personal Property – Personal Sidearm Purchase - Small

The Board briefly recessed, reconvening at 9:05 a.m.

Ordinance Amendment BCC 3.26

Mike Shuttleworth presented changes to the Flood Damage Prevention Code as needed to comply with FEMA and recommended the Board approve the amendment as presented.

MOTION: Commissioner Bowman moved to approve the ordinance amending BCC 3.26 of the Flood Damage Prevention Code, complying with FEMA requirements, and adopting the Planning Commission's findings as their own. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

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

Ordinance Amendment BCC 16.10

Mike Shuttleworth presented the ordinance extending the effective date of Interim Growth Management Regulations, a continuing ordinance they do every year. He said hopefully this would be the last year since they would be applying new densities in the Comprehensive Plan.

MOTION: Commissioner Benitz moved to approve the ordinance amendment to BCC 16.10 relating to Interim Growth Management Regulations and adopting the Planning Commission's findings as their own. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:20 a.m.

Executive Session – Potential Litigation

The Board went into executive session at 9:20 a.m. for approximately 10 minutes with DPA Ryan Brown to discuss potential litigation. Also present were Malcolm Bowie, Sue Schuetze, David Sparks, Cami McKenzie, Loretta Smith Kelty, and Melina Wenner.

The Board came out at 9:32 a.m. Mr. Brown stated the Board discussed a potential claim against the County and would now go into executive session to discuss another potential claim against the county.

Executive Session – Potential Litigation

The Board went into executive session at 9:32 a.m. for approximately 20 minutes with DPA Ryan Brown to discuss potential litigation. Also present were Assessor Barb Wagner, David Sparks, Cami McKenzie, Loretta Smith Kelty, Melina Wenner.

The Board came out at 9:47 a.m. Mr. Brown stated the Board discussed potential litigation but no action was taken.

Yakima Basin Integrated Water Supply Plan

Commissioner Benitz presented a letter to Ben Floyd outlining comments by Benton County about the need for additional storage and requesting they consider all options and other viable projects for long-term economic growth.

Commissioner Bowman said he was not opposed to what was being said in the letter, but wondered if this was the best strategy. He said that Benton County should be on the same page as Yakima and Kittitas counties and believed this statement by Benton County was premature. He said he didn't believe they could move forward with the plan without the counties if it wasn't supported as written. He said he talked with Yakima County this morning and they were not going to oppose, but also were not going to put their position out there.

Chairman Beaver said he was not opposed to sending the letter.

Commissioner Benitz said that by clarifying the points, it would be beneficial for the congressional delegation in drafting legislation for water in the basin.

Unscheduled Visitors

Dan Deckert, Benton City, said he wanted to know if the Board had collectively taken any action to address the code enforcement issue that he previously brought to the Board.

Chairman Beaver said the Board had not collectively taken a position on the matter. Mr. Deckert said there was correspondence between himself and Commissioner Bowman and he felt it was lacking pertinent information and he felt like he was being “blown off”. He said the Benton County Code was severely lacking with enforcement authority and the one code enforcement officer was overwhelmed.

Chairman Beaver said this junkyard issue was one of the most difficult issues facing the cities and counties but there was a due process and the County had to operate within the confines of the law.

Commissioner Bowman said he apologized the issue wasn’t addressed in Mr. Deckert’s time frame, but he had done some work on this issue and discussed it with the PA, code enforcement, and staff, and it was his intention to move it forward with a complete review.

Chairman Beaver said the Board would work on the issue with the appropriate staff and would get some correspondence back to Mr. Deckert.

Vouchers

Check Date: 11/30/2010
Warrant #: 23546-23779
Taxes #: 10111101
Total all funds: \$919,312.73

Check Date: 12/3/2010
Warrant #: 23813-24011
Total all funds: \$1,136,853.97

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

Resolutions

- 10-755 Copier Lease Agreement w/Ikon Office Supplies
- 10-756 Extension of County Voice System to Animal Control Facility
- 10-757 2011 Non-Bargaining Contribution to Employee Benefits
- 10-758 2011 Non-Bargaining General Increase of Wages
- 10-759 Interpreter Service Contract w/M Rudeen
- 10-760 Interpreter Service Contract w/Connections Consulting

- 10-761 Personal Services Agreement w/Coffey Refrigeration
- 10-762 State of WA Administrative Office of the Courts Contract Amendment – Becca Programs
- 10-763 State of WA Administrative Office of the Courts Contract Amendment – CASA Programs
- 10-764 Personal Service Contract w/Inter-City Legal Processing & Messenger Service, LLC
- 10-765 Benton County Law & Justice Council Citizen Member Appointments
- 10-766 Superior Court Professional Services Agreement w/S Johnson
- 10-767 Superior Court Professional Services Agreement w/D Arnold
- 10-768 Superior Court Professional Services Agreement w/S Swanberg
- 10-769 Superior Court Professional Services Agreement w/L Zeigler
- 10-770 Superior Court Professional Services Agreement w/S Cornish
- 10-771 Superior Court Professional Services Agreement w/J Metro
- 10-772 Superior Court Professional Services Agreement w/S Mendoza
- 10-773 Guest Speaker Contract w/C Poulsen
- 10-774 Reappointment of R Burows to Board of Adjustment
- 10-775 Collective Bargaining Agreement for Sheriff’s Office Clerical
- 10-776 Vacation of Right of Way of Bofer Canyon Road
- 10-777 Surplus of Personal Property – Personal Sidearm Purchase – Taylor
- 10-778 Surplus of Personal Property – Personal Sidearm Purchase – Hart
- 10-779 Surplus of Personal Property – Personal Sidearm Purchase – Small
- 10-780 Adoption of Ordinance Amending BCC 3.26 - Flood Damage Prevention Code
- 10-781 Adoption of Ordinance Amendment to BCC 16.10 relating to Interim Growth Management Regulations

There being no further business before the Board, the meeting adjourned at approximately 10:17 a.m.

Clerk of the Board

Chairman

Q

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING CHANGE ORDER NUMBER ONE (1) FOR THE CONSTRUCTION OF THE BENTON COUNTY ANIMAL CONTROL FACILITY, KENNEWICK, WA

WHEREAS, the Board of Benton County Commissioners entered into an agreement with G2 Commercial Construction, Inc. as per Resolution 10-303 dated June 7, 2010, in the amount of \$820,617.00 excluding W.S.S.T for the construction of the Benton County Animal Control Facility located in Kennewick, WA; achieving Substantial Completion within one hundred sixty (160) days; and

WHEREAS, due to time required of the contractor to get drawings and specifications from the pre-fabricator supplier in order to get a permit put this project behind schedule; and

WHEREAS, Change Order Number One (1) is necessary in order to increase the contract term an additional 55 days with a substantial completion date of January 21, 2011 with no changes to the contract sum; and

WHEREAS, per the attached Change Order Number One (1) Area "A" (Lobby 101; Office 102; Toilet 103; Toilet 104) is required to be substantial complete by December 31, 2010 in order to get temporary certificate of occupancy, with a clause for liquidated damages of \$500.00 per day for each day after December 31, 2010 area "A" is not complete; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board approves Change Order Number One (1) increasing the contract term an additional 55 days with a substantial completion date of December 31, 2010 for Area "A" and January 21, 2011 for the remainder of the project; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign said Change Order attached hereto.

Dated this _____ day of _____, 2010

Chairman of the Board

Attest: Clerk of the Board

Member

Member

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Benton County Animal Control Facility 1116 N. Grant Court Kennewick, WA 99336	CHANGE ORDER NUMBER: 001 DATE: December 6, 2010	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): G2 Construction 201 N. Edison, Suite 227 Kennewick, WA 99336	ARCHITECT'S PROJECT NUMBER: 09-282 CONTRACT DATE: June 21, 2010 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. For Substantial Completion of the interior of Area A (Lobby 101, Office 102, Toilet 103, and Toilet 104), increase the Contract Time by 34 days.
2. For Substantial Completion of Area B (the exterior and the remainder of the interior), increase the Contract Time by 55 days.
3. For Area A, Liquidated Damages of \$500.00 per day shall be added to Article 3, Paragraph 3.3 of the Agreement Between Owner and Contractor.

The original Contract Sum was	\$ 820,617.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 820,617.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 820,617.00

The Contract Time will be increased by thirty four (34) days for Area A, and fifty five (55) days for Area B. XXXXXXXXXX
The date of Substantial Completion as of the date of this Change Order therefore is December 31, 2010 for Area A and January 21, 2011 for Area B.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bernardo-Wills Architects, PC

ARCHITECT (Firm name)

ADDRESS

Brian S. Page

BY (Signature)

Brian S. Page, AIA

(Typed name)

DATE

G2 Construction

CONTRACTOR (Firm name)

201 N. Edison, Suite 227, Kennewick,
WA 99336

ADDRESS

15/

BY (Signature)

Doug Gunther

(Typed name)

12-8-2010

DATE

Benton County

OWNER (Firm name)

620 Market Street, PO Box 190,
Prosser, WA 99350

ADDRESS

BY (Signature)

James R. Beaver, Chairman

(Typed name)

DATE

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	December 13, 2010	Execute Contract	___	Consent Agenda
Subject:	Custom Cover Agreement with CenturyLink	Pass Resolution	<u>x</u>	Public Hearing
		Pass Ordinance	___	1 st Discussion
		Pass Motion	___	2 nd Discussion
Prepared By:	J. Randall Reid	Other	___	Other
Reviewed By:	Loretta Smith Kelty			

BACKGROUND INFORMATION

In 2008, CenturyLink (formerly Embarq) was selected as the vendor for a major update of the Benton County phone system and for providing maintenance for the term of the lease/rental for the equipment. The "Custom Cover Agreement" is based on the language in the 2008 agreement and allows purchasing equipment and services from CenturyLink for upgrading and expanding the existing voice systems without having to generate an agreement for each purchase. The "Custom Cover Agreement" is only for a term of two years which will get us most of the way through the remainder of the lease/rental and maintenance agreements put in place in 2008. As we have done in the recent past, we will be reviewing the state of the county voice systems every five to six years and using the Competitive Negotiation (RCW 39.04.270) process for substantial improvements or changes to voice system technology. Most immediately, this agreement will be used for extending the county voice systems to the new Animal Control facility. Over the next couple of years, it will be used for upgrading software and capacity as needed.

SUMMARY

This resolution authorizes the Chairman of the Board of Benton County Commissioners to sign a "Custom Cover Agreement" with CenturyLink. It also authorizes the Manager of Central Services to place orders for equipment and services to maintain and extend the existing voice systems.

RECOMMENDATION

1st Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A CUSTOM COVER AGREEMENT WITH CENTURYLINK SALES SOLUTIONS, INC.

WHEREAS, Resolution 08-764 awarded installation and maintenance of the county voice systems to Embarq, now CenturyLink, for the duration of the leases on the equipment; and

WHEREAS, the existing county voice systems periodically need to be upgraded or extended to new facilities; and

WHEREAS, it is in the best interests of the county to have the system upgrades and extensions installed and maintained by the same provider as the rest of the county voice systems; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners be authorized to sign the "CenturyLink Custom Cover Agreement" with CenturyLink Sales Solutions, Inc.; and

BE IT FURTHER RESOLVED that the Manager of Central Services is authorized to place orders for products and services related to the maintenance, upgrade or extension of the county voice systems to the extent approved by the Board of Benton County Commissioners through the normal budget processes.

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

REID

C

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	December 13, 2010	Execute Contract	_____
Subject:	Benton PUD Broadband Landlord Agreement	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith Kelty	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Most of the county facilities are connected to a common network using the Benton PUD Broadband fiber infrastructure. This same service will be used to connect the new Animal Control facility. A new requirement by Benton PUD for the fiber installation is a single page "Landlord Agreement" that grants permission to enter the Animal Control facility premises for the purpose of installation and maintenance of the fiber connection.

SUMMARY

Board approval for the Manager of Central Services to sign a Landlord Agreement with Benton PUD Broadband and to sign any subsequent documents required by Benton PUD related to the installation of fiber services for the new Animal Control facility

RECOMMENDATION

- 1ST Pass resolution.
- 2nd

FISCAL IMPACT

None. Included in 2010 budget as supplemented.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING APPROVAL FOR A BENTON PUD BROADBAND LANDLORD AGREEMENT

WHEREAS, the new Animal Control facility will be connected to the Benton County network using the Benton PUD Broadband fiber infrastructure; and

WHEREAS, Benton PUD requires approval of a Landlord Agreement prior to installation of fiber services at the new facility; and

WHEREAS, the Landlord Agreement form has been reviewed by the Prosecuting Attorney staff and approved as to form; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services is authorized to sign the Benton PUD Broadband "Landlord Agreement" for installing fiber service to the new Animal Control facility; and

BE IT FURTHER RESOLVED that the Manager of Central Services is authorized to sign any approval or confirmation of service documents that may be subsequently required by Benton PUD Broadband as part of the fiber installation.

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

REID

d

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	December 13, 2010	Execute Contract	_____
Subject:	Line Item Transfers	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty	Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Two positions in Central Services have been vacant for several months this year. We have also encountered unanticipated expenses in regard to data recovery services from earlier this year and, more recently, expenses related to the Infrastructure Evaluation & Strategic Plan project awarded to Pacific Technologies. Part of this line item transfer request transfers funds from salaries to Professional Services.

In May of this year, at the request of the Auditor's accounting staff, a line item transfer was approved by Resolution 10-261 moving budgeted funds from Telecom: Service & Use to capital lines for Debt Service and Interest. The estimate for the Interest expenses will be short by about \$120. Part of this line item transfer request covers that shortage by moving funds from Debt Service.

The final part of this line item request moves Replacement Funds from non-capital to capital in order to cover higher than anticipated replacement purchases of servers and storage arrays.

SUMMARY

Line Item Transfer request.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES FUND NUMBER 0502-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Central Services Dept Nbr: 000
 Fund Name: Central Services Fund Nbr: 0502-101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.810	1688	Assistant Manger Salary	\$30,000	518.810	4103	Professional Services	\$50,000
518.810	1692	IS Analyst Salary	\$20,000				
591.180	8003	Debt Service	\$120	591.180	8001	Interest	\$120
518.400	3508	Replacement Computer	\$38,000	594.180	6408	Capital Outlay - Replacement	\$38,000
TOTAL			\$88,120	TOTAL			\$88,120

Explanation:

The transfers from unused salary from positions vacant during a portion of the year to Professional Services is cover unanticipated expenses for data recovery services from earlier this year and for the infrastructure evaluation and strategic planning work being done by Pacific Technologies. The transfers between Debt Service and Interest and between Replacement Fund lines are to cover actual expenses where they varied from the original budget.

Prepared by: J. Randall Reid Date: 03-Dec-2010

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES REPLACEMENT FUND NUMBER 0132-101, DEPARTMENT
NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	TRANSFER TO:	AMOUNT
597.100	9305	Computer Hardware	\$38,000	BASE SUB (6 digit) 597.100	
				LINE ITEM (4 digit) 9401	
				LINE ITEM NAME Capital Computer Purchases	\$38,000
TOTAL			\$38,000	TOTAL	\$38,000

Explanation:
 This transfer corresponds with a transfer between 518.400.3508 and 594.180.6408 in Central Services 0502-101.

Prepared by: Date:

Approved Denied Date: _____

_____ Chairman
 _____ Member
 _____ Member

RESOLUTION

f

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN VIT
IMPACT FUND NUMBER 0153-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: VIT Impact

Dept Nbr: 000

Fund Name: VIT Impact

Fund Nbr: 0153-101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 124

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.110	9105	Contingency	\$62,023	597.100	9914	County Road	\$62,023
TOTAL			\$62,023	TOTAL			\$62,023

Explanation:

The Wisser Parkway project was originally budgeted for \$500,000. However, the project has exceeded that amount and additional money is needed in order to pay the invoice from Public Works.

Prepared by: Keith Mercer

Date: 06-Dec-2010

Approved

Denied

Date: _____

Chairman

Member

Member

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 110
TO DEPARTMENT NUMBER 136.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: County Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept 110

TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
539.500	4125	Janitorial Services	\$60,000	512.819	4103	S Ct Indigent Defense	\$83,000
539.500	4701	Utilities	\$23,000				
TOTAL			\$83,000	TOTAL			\$83,000

Explanation:

Transferring money from County Facilities to Office of Public Defense (OPD) in order to pay invoices for the recent murder trial and a sexually violent predator case that will be going to trial. OPD is estimating a total reimbursement of \$20,000 from the State and Human Services.

Prepared by: Keith Mercer

Date: 29-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115
TO DEPARTMENT 124.

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: Non-Departmental Dept Nbr: 115
 Fund Name: Current Expense Fund Nbr: 0000-101
 TRANSFER FROM: Dept 115 TRANSFER TO: Dept 124

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	\$30,000	514.229	4102	Contract Services	\$30,000
TOTAL			\$30,000	TOTAL			\$30,000

Explanation:
 This year is unique in the fact that Benton County changed banks and in doing so, incurred two bank analysis charges. Transferring money in order to pay for the additional bank analysis charge.

Prepared by: Keith Mercer Date: 06-Dec-2010
 Approved Denied Date: _____

 Chairman

 Member

 Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE LLC A PERSONAL SERVICE CONTRACT FOR PROCESS SERVICE AND DELIVERY OF DOCUMENTS TO ATTORNEYS, BUSINESSES, AND INDIVIDUALS IN BENTON COUNTY

WHEREAS, per resolution 09-814, "...that contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County had a contract with Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County for 2010 via Resolution 10-247; and

WHEREAS, the Finance Manager recommends entering into another contract for 2011; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Finance Manager's recommendation and hereby awards the personal service contract to Inter-City Processing & Messenger Service in an amount not to exceed \$30,000.00; and

BE IT FURTHER RESOLVED that the Board is authorized to sign the attached personal service contract; and

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

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE LLC**, with its principal offices at 518 W. Shoshone, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **Terms and Conditions;**
- b. **Exhibit A, Scope of Work;** and
- c. **Exhibit B, Compensation.**

2. DURATION OF CONTRACT

- a. The term of this Contract shall begin January 1, 2011 and shall expire December 31, 2011. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

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

RESOLUTION

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF EVELYN CHANEY TO THE BENTON COUNTY ADVISORY COUNCIL FOR THE OFFICE OF AGING & LONG TERM CARE

WHEREAS, the term for Evelyn Chaney will expire on December 31, 2010; and

WHEREAS, Ms. Chaney has expressed an interest to be reappointed for an additional term; and

WHEREAS, the Advisory Council desires to have Ms. Chaney be appointed for a three-year term; **NOW, THEREFORE,**

BE IT RESOLVED that Evelyn Chaney, 99336 is hereby reappointed to the Benton County Advisory Council for the Office of Aging & Long Term Care, said term expiring on December 31, 2013.

Dated this day of, 20....

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF LUCILLE KREBS TO THE BENTON COUNTY ADVISORY COUNCIL FOR THE OFFICE OF AGING & LONG TERM CARE

WHEREAS, the term for Lucille Krebs will expire on December 31, 2010; and

WHEREAS, Ms. Krebs has expressed an interest to be reappointed for an additional term; and

WHEREAS, the Advisory Council desires to have Ms. Krebs be appointed for a two-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Lucille Krebs, WA 99337 is hereby reappointed to the Benton County Advisory Council for the Office of Aging & Long Term Care, said term expiring on December 31, 2012.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County District Court and Mark Rudeen be approved as presented for the term commencing January 1, 2011 and terminating December 31, 2011, **NOW, THEREFORE**

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT – PROSSER

This Personal Service Agreement is entered into and effective **January 1, 2011**, by and between Benton County, a political subdivision of the State of Washington, and **Mark Rudeen** (hereinafter called "Interpreter").

WITNESSETH:

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

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

II. NOTIFICATION

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

m

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County District Court and Amelia Uvalle be approved as presented for the term commencing January 1, 2011 and terminating December 31, 2011, **NOW, THEREFORE**

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT

This Personal Service Agreement is entered into and effective **January 1, 2011**, by and between Benton County, a political subdivision of the State of Washington, and **Amelia Uvalle** (hereinafter called "Interpreter").

WITNESSETH:

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.
2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, other than for deaf or hearing impaired persons.
3. The timing of services provided by Interpreter shall include but are not limited to:
 - a. In Custody Arraignment (ICA) docket and other regular scheduled dockets – 8:30 AM – Monday through Thursday and 8:00 AM Friday arraignment docket at the Kennewick Justice Center.
 - b. Afternoon dockets beginning at 1:00 PM, Monday through Friday at the Justice Center in Kennewick.
 - c. Additional District Court proceedings including hearings, trials, pre-trials, trial readiness, attorney conferences and other matters as set forth in the District Court calendar delivered to Interpreter under Section II below.
4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton County District Court Judge and the District Court Administrator.

n

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND YODER INC., DOING BUSINESS AS COFFEY REFRIGERATION FOR "AS NEEDED" KITCHEN EQUIPMENT REPAIR SERVICES THROUGHOUT BENTON COUNTY FACILITIES.

WHEREAS, the Board awarded and authorized the Chairman to sign the contract between Benton County (hereinafter "COUNTY") and Yoder Inc., doing business as Coffey Refrigeration (hereinafter "CONTRACTOR") for "as needed" kitchen equipment, via Resolution 10-004; and

WHEREAS, the contract states that it may be amended upon the agreement of both the COUNTY and the CONTRACTOR; and

WHEREAS, the COUNTY and the CONTRACTOR wish to extend the contract through December 31, 2011 and increase the total amount payable to the CONTRACTOR not to exceed thirty thousand dollars and zero cents (\$30,000.00) including WSST with no single project exceeding twenty-five thousand dollars (\$25,000.00); **NOW THEREFORE**

BE IT RESOLVED, the Benton County Commissioners hereby approve the attached Contract Amendment between Benton County and Yoder Inc., doing business as Coffey Refrigeration and authorize the Chairman of the Board to sign the same; and

BE IT FURTHER RESOLVED, the term of the attached contract commenced on January 1, 2010 and expires on December 31, 2011; and

BE IT FURTHER RESOLVED, the total amount payable by the COUNTY to the CONTRACTOR, under this contract, shall not exceed thirty thousand dollars and zero cents (\$30,000.00) including WSST with no single project exceeding twenty-five thousand dollars (\$25,000.00).

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

PERSONAL SERVICE CONTRACT AMENDMENT

THIS PERSONAL SERVICE CONTRACT AMENDMENT, made and entered into this _____ day of _____, 2010 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and YODER INC., doing business as COFFEY REFRIGERATION, hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 10-004 the parties entered into a Contract for 2010, whereby the contractor would provide for "as needed" kitchen equipment repair services throughout Benton County Facilities; and

WHEREAS, the COUNTY and the CONTRACTOR wish to extend the contract through December 31, 2011 and increase the total amount payable to the CONTRACTOR not to exceed thirty thousand dollars and zero cents (\$30,000.00) including W.S.S.T with no single project exceeding twenty-five thousand dollars and zero cents (\$25,000.00); and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Section 2. DURATION OF CONTRACT shall be replaced with the following:

The term of this Contract shall begin January 1, 2010, and shall expire on December 31, 2011. Price adjustments to this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. Section 5. COMPENSATION. The second sentence of the first paragraph shall be replaced with the following:

The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed thirty thousand dollars and zero cents (\$30,000.00) including W.S.S.T with no single project exceeding twenty-five thousand dollars and zero cents (\$25,000.00).

3. All other terms and conditions of the "CONTRACT" shall remain the same.

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

Date: _____

Date: Dec 3 2010

Benton County

Yoder, Inc.

James Beaver, Chairman
Benton County, Commissioner

Valarie Yoder
Signature

Valarie Yoder
.Print Name & Title

Approved as to Form

Jonathan Young,
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12/13/10 Subject: Atomic City Rollergirls Prepared by: cmb Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Atomic City Roller Girls. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Atomic City Roller Girls to hold their weekly practices at the Fairgrounds on Mondays, Tuesdays and Thursdays January through March, 2011.

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

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Atomic City Roller Girls

RECOMMENDATION

Move the Lease Agreement with the Atomic City Roller Girls be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE ATOMIC CITY ROLLERGIRLS.**

WHEREAS, the Atomic City Rollergirls will provide the Benton County Fairgrounds \$3012.75 for use of the Fairgrounds three (3) nights per week between January through March, 2011; and

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

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Atomic City Rollergirls Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Atomic City Rollergirls shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Atomic City Rollergirls.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **November 22, 2010**

LEASE AGREEMENT NUMBER: **06.11**

EVENT DATE(S): **January 3, 4, 6, 10, 11, 13, 17, 18, 20, 24, 25, 27, 31 - February 1, 3, 7, 8, 10, 14, 15, 17, 21, 22, 24, 28 March - 1, 3, 7, 8, 10, 14, 15, 17, 21, 22, 24, 28, 29, 31, 2011.**

NUMBER OF DAYS: **39**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Atomic City Rollergirls**

MAILING ADDRESS: **1761 George Washington Way, Richland, WA 99352**

CONTACT: **Julissa Valdez, President**

CELLULAR PHONE: **509-460-2826**

TIME OF THE EVENT: **6-10 pm each Tuesday and Thursday**

TYPE OF EVENT: **Flat track roller skating practices**

ESTIMATED ATTENDANCE: **15**

SELLING TICKETS: YES NO

P

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING PAYMENT TO INDUSTRIAL EQUIPMENT SOLUTIONS, INC. FOR SERVICES PERFORMED ON THE GARAGE DOORS LOCATED AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per Resolution 10-458 dated August 9, 2010 the Board of Benton County Commissioners entered into a service contract with Industrial Equipment Solutions, Inc. to install four (4) new Clopay Commercial Chain Hoist Garage Doors in buildings #3 and #4 located at the Benton County Fairgrounds; and

WHEREAS, after the doors were installed and the project was complete, building #4 had the hardwood floors removed, which left a space under the garage doors that needed to be addressed; and

WHEREAS, Facilities Supervisor called Industrial Equipment Solutions, Inc. on site to adjust the doors and repair the space under the door for an amount of \$600.00 excluding WSST; and

WHEREAS, the original contract had already expired, not providing an opportunity to amend the contract and add this service call to the contract; and

WHEREAS, Facilities Supervisor is requesting authorization from the Board of Benton County Commissioners to pay for the service call as services have been performed and all necessary prevailing wage information has been received from the Department of Labor and Industries; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes payment to Industrial Equipment Solutions, Inc. in the amount of \$600.00 plus \$49.80 for WSST for services performed on the garage door located at the Benton County Fairgrounds.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

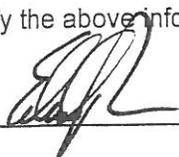
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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-PTC-02, in the matter of execution of an Agreement Amendment with Peopleworks Tri-Cities, LLC.	
FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-PTC-02 with Peopleworks Tri-Cities, LLC, and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services contracts with Peopleworks Tri-Cities, LLC, to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolutions (3) 2. Amendments (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-PTC-02 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE BENTON AND FRANKLIN DEPARTMENT OF HUMAN SERVICES AND PEOPLEWORKS TRI-CITIES, LLC

WHEREAS, the Amendment to Agreement #09/10-DD-PTC-00 serves to extend the end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHEREAS, the consideration of the funding remains at Fee-For-Service, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-PTC-02.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

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:

Attest:

Clerk of the Board

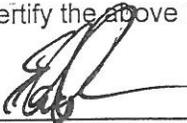
Clerk of the Board

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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of a Joint Resolution for a Business Associate Addendum with JET Computers.	
FISCAL IMPACT: There is not impact on the current expense budget.	
ACTION(S) REQUESTED: To approve signing the Business Associate Addendum with Jet Computers and to authorize the Chair to sign on behalf of the Board.	
BACKGROUND: This Addendum serves to update the HIPPA compliance for management of patient records and other protected health information.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Addendum. Approve the proposed Addendum by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolution (3) 2. Addendum (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF A BUSINESS ASSOCIATE ADDENDUM TO UPDATE HIPPA COMPLIANCE BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND JET COMPUTERS

WHEREAS, the Department of Human Services would like to update HIPPA compliance for management of patient records and other protected health information; and

WHEREAS, the consideration remains fee for service; and

WHEREAS, the Addendum shall be effective immediately, NOW THEREFORE,

BE IT RESOLVED, that the Boards of Benton & Franklin County Commissioners hereby accept the Business Associate Addendum; and

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, the Business Associate Addendum with Jet Computers.

Dated this day of, 2010.

Dated this day of, 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Benton County
Franklin County
Human Services

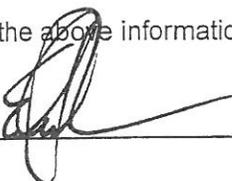
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Benton and Franklin Counties
 Board of Commissioners
 Agenda Summary Report

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DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One)	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes
SUBJECT / ISSUE: Approval of Agreement #10/11-PREV-ESD-123-00, in the matter of execution of an Agreement with Education Service District 123.	
FISCAL IMPACT: Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Agreement #10/11-PREV-ESD-123-00 with Educational Service District 123 and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services would like to contract with Educational District 123 for substance abuse prevention services for the 2010-11 year. Programs will include Strengthening Families Program, which will discourage the use of tobacco, alcohol and other drugs and the Why Try Program, which is a hands-on after school program designed to help youth overcome their challenges and improve outcomes in the areas of truancy, delinquency, and academics.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Agreement. Approve the proposed Agreement by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolution (3) 2. Agreement (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AGREEMENT #10/11-PREV-ESD-123-00 TO PROVIDE PREVENTION SERVICES THROUGH THE STRENGTHENING FAMILIES AND WHY TRY PROGRAMS BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND EDUCATIONAL SERVICE DISTRICT (ESD) 123

WHEREAS, the Educational Service District 123's Strengthening Families Program discourages the use of tobacco, alcohol and other drugs; and

WHEREAS, the Why Try Program is a hands-on after school program designed to help youth overcome their challenges and improve outcomes in the areas of truancy, delinquency and academics; and

WHEREAS, ESD 123 will be compensated at no more than \$19,000.00 for the programs; and

WHEREAS, the Agreement is effective July 1, 2010 through June 30, 2011, NOW THEREFORE,

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

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #10/11-PREV-ESD-123-00.

Dated this day of 2010.

Dated this day of 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County, Human Services, Benton County

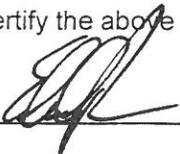
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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One)	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes
SUBJECT / ISSUE: Approval of Professional Service Agreement #PSA-2010/11-Adolphsen-00, in the matter of execution of a Professional Service Agreement with Sharon Adolphsen-Parent Coalition.	
FISCAL IMPACT: Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing #PSA 2010/11-Adolphsen-00 with Sharon Adolphsen and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services would like to enter into a Professional Service Agreement with Sharon Adolphsen to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities for the 2010-11 year.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Professional Service Agreement. Approve the proposed Agreement by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolutions (3) 2. Agreements (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT (PSA) #PSA-2010/11-ADOLPHSEN BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SHARON ADOLPHSEN

WHEREAS, this PSA serves to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities; and

WHEREAS, the consideration for the Agreement shall be no more than \$10,000.00; and

WHEREAS, the Agreement is effective August 1, 2010 through June 30, 2011, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and hereby authorized to sign, on behalf of their respective county, Agreement #PSA-2010-11/Adolphsen-00.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

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

cc: Human Services, Franklin County, Benton County

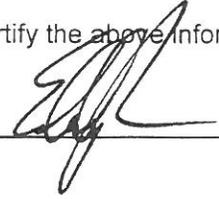
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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval Professional Service Agreement #PSA-Janitorial-3BROS-2010-2011, in the matter of execution of a Professional Service Agreement with Three Brothers Cleaning Service.	
FISCAL IMPACT: There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Professional Service Agreement #PSA-Janitorial-3BROS-2010-2011 and to authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Crisis Response Unit/ Substance Abuse Assessment Center obtained three (3) quotes for the provisions of janitorial services. The quotes have been reviewed and recommended accepting the lowest quote, and contracting for janitorial services with Three Brothers Cleaning Service. The Department of Human Services would like to execute a Professional Service Agreement for janitorial services with Three Brothers Cleaning Service, for the Crisis Response Unit/ Substance Abuse Assessment Center.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Agreement. Approve the proposed Agreement by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolution (3) 2. Agreement (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

IN THE MATTER OF CONTRACTING FOR THE PROVISION OF JANITORIAL SERVICES AGREEMENT # PSA-JANITORIAL-3BROS-2010-2011 FOR THE CRISIS RESPONSE UNIT/ SUBSTANCE ABUSE ASSESSMENT CENTER, LOCATED AT 2635 WEST DESCHUTES AVENUE, KENNEWICK, WASHINGTON

WHEREAS, the Crisis Response Unit/ Substance Abuse Assessment Center are in need of janitorial services, and have obtained the following quotes for the provisions of janitorial services (copies attached):

Vanguard Cleaning Systems \$ 495.00 per month, excluding sales tax
National Maintenance Contractors, L.L.C.....\$ 442.47 per month, excluding sales tax
Three Brothers Cleaning Service.....\$ 400.00 per month, excluding sales tax

WHEREAS, the Crisis Response Unit/ Substance Abuse Assessment Center reviewed the quotes and recommends accepting the lowest quote and contracting for janitorial services with Three Brothers Cleaning Service, effective upon execution of Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Boards of Benton and Franklin County Commissioners, hereby agree with the recommendation and awards said Three Brothers Cleaning Service for a contract amount of \$ 4,800.00 excluding sales tax with a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$ 5,000.00 excluding sales tax; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Professional Service Agreement #PSA-JANITORIAL-3BROS-2010-11 with Three Brothers Cleaning Service.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton Co Commissioners

Chair, Franklin Co Commissioners

Chair, Pro Tem

Chair, Pro Tem

Member
Constituting the Board of County Commissioners
Benton County, Washington

Member
Constituting the Board of County Commissioners
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTION OF AGREEMENT #0963-68046-01 TO
PROVIDE COORDINATED AND COMPREHENSIVE STATE AND LOCAL
PROGRAM SERVICES FOR PERSONS WITH DEVELOPMENTAL
DISABILITIES BETWEEN DEPARTMENT OF SOCIAL AND HEALTH
SERVICES AND THE BENTON AND FRANKLIN COUNTIES DEPARTMENT
OF HUMAN SERVICES**

WHEREAS, the Division of Developmental Disabilities (DDD) would like to contract with the Department of Human Services for the purpose to advance in state legislative policy to provide coordinated and comprehensive state and local program services for persons with developmental disabilities; and

WHEREAS, the Agreement consideration for DDD services will be at no more than \$3,833,750.00; and

WHEREAS, the Agreement is effective July 1, 2010 through June 30, 2011, NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #0963-68046-01.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

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:

Attest:

Clerk of the Board

Clerk of the Board

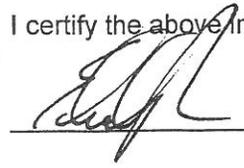
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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

W

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-PHG-02, in the matter of execution of an Agreement Amendment with EnTrust Community Services.	
FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-PHG-02 with EnTrust Community Services and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services contracts with EnTrust Community Services, to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolutions (3) 2. Amendments (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-PHG-02 TO
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE
BENTON AND FRANKLIN DEPARTMENT OF HUMAN SERVICES AND
ENTRUST COMMUNITY SERVICES**

WHEREAS, the Amendment to Agreement #09/10-DD-PHG-00 serves to extend the
end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHEREAS, the consideration of the funding remains at Fee-For-Service, NOW
THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County
Commissioners and the Chairman of the Board of Franklin County Commissioners be,
and they hereby are, authorized to sign, on behalf of their respective county,
Amendment #09/10-DD-PHG-02.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

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:

Attest:

Clerk of the Board

Clerk of the Board

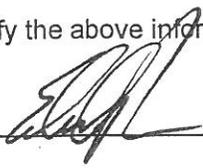
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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-GW-02, in the matter of execution of an Agreement Amendment with Goodwill Industries of the Columbia, Inc.	
FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-GW-02 with Goodwill Industries of the Columbia, Inc., and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services contracts with Goodwill Industries of the Columbia, Inc., to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolutions (3) 2. Amendments (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-GW-02 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE BENTON AND FRANKLIN DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC.

WHEREAS, the Amendment to Agreement #09/10-DD-GW-00 serves to extend the end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHERE AS, the consideration of the funding remains at Fee-For-Service, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-GW-02.

Dated thisday of, 2010.

Dated thisday of, 2010.

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:

Attest:

Clerk of the Board

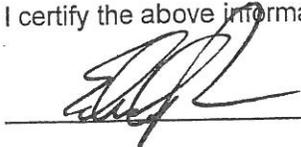
Clerk of the Board

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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-AWI-02, in the matter of execution of an Agreement Amendment with Ambitions of Washington, Inc.	
FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-AWI-02 with Ambitions of Washington, Inc., and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services contracts with Ambitions of Washington, Inc., to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Resolutions (3) 2. Amendments (3) 	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-AWI-02 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE BENTON AND FRANKLIN DEPARTMENT OF HUMAN SERVICES AND AMBITIONS COMMUNITY SUPPORT SERVICES, INC

WHEREAS, the Amendment to Agreement #09/10-DD-AWI-00 serves to extend the end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHEREAS, the consideration of the funding remains at Fee-For-Service, NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-AWI-02.

Dated thisday of, 2010.

Dated thisday of, 2010.

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:

Attest:

Clerk of the Board

Clerk of the Board

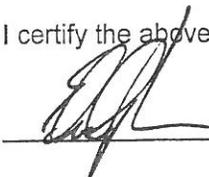
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Benton and Franklin Counties

Board of Commissioners Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-CDC-02, in the matter of execution of an Agreement Amendment with Children's Developmental Center.	
FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-CDC-02 with Children's Developmental Center and authorize the Chair to sign on behalf of the Board.	
BACKGROUND: The Benton/Franklin Department of Human Services contracts with Children's Developmental Center to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolutions (3) 2. Amendments (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-CDC-02 TO
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND CHILDREN'S DEVELOPMENTAL CENTER**

WHEREAS, the Amendment to Agreement #09/10-DD-CDC-00 serves to extend the end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHEREAS, the consideration of the funding remains at Fee-For-Service, NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-CDC-02.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

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:

Attest:

Clerk of the Board

Clerk of the Board

aa

AGENDA ITEM: <u>Consent</u>	TYPE OF ACTION NEEDED Executive Contract <u>XX</u>	Consent Agenda <u>XX</u>
MEETING DATE: B/C 12-13-10 F/C 12-15-10	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Personal Services Contract with Craftsman Cabinets & Floor Covering	Pass Ordinance	1st Discussion
Prepared By: Jennifer Bowe	Pass Motion	2nd Discussion
Reviewed By: Sharon A. Paradis	Other	Other

BACKGROUND INFORMATION

The carpet/tile in several areas of juvenile justice center are in severe disrepair and in some instances creates a safety issue. The targeted areas of repair and replacement are 1) the Visitor Room, 2) the Muster Room and 3) the doorway to the Men's Locker Room which are all located in our detention unit. The fourth area in need of replacement flooring is the Employee Break Room.

SUMMARY

The Facilities Supervisor requested proposals from contractors off of the Small Works Roster, however Craftsman Cabinets & Floor Covering was the only contractor to respond. Therefore, Craftsman Cabinets & Floor Covering was deemed to be the best candidate to repair and replace the existing flooring.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Juvenile Justice Center and Craftsman Cabinets & Floor Covering to repair and replace the existing flooring in the above referenced areas at the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The amount is \$2,953.00, not including Washington State Sales Tax and is included in the approved Juvenile Facilities Department #172 budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and Craftsman Cabinets & Floor Covering to provide materials and labor to repair and replace miscellaneous flooring at the Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICE CONTRACT BETWEEN THE BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND CRAFTSMAN CABINETS & FLOOR COVERING, and

WHEREAS, the Benton Franklin Counties Juvenile Justice Center solicited proposals from all flooring contractors on the Benton County Small Works Roster, and;

WHEREAS, the Benton Franklin Counties Juvenile Justice Center received one quote from Craftsman Cabinets & Floor Covering, Richland, Washington on 11/09/2010 in the amount of \$2,952.85, exclusive of WSST, and;

WHEREAS, the Benton Franklin Counties Juvenile Justice Center Administrative Services Manager has reviewed the quote for correctness and recommends Craftsman Cabinet & Floor Covering as the most appropriate responsive vendor equipped to perform the repairs and replacement of floor covering.

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton Franklin Counties Juvenile Justice Center that the Personal Service Contract between Craftsman Cabinets & Floor Covering and Benton Franklin Counties Juvenile Justice Center be approved as presented;

NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 13th day of December 2010

DATED this 15th day of December 2010

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

STANDARD SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND CRAFTSMAN CABINETS & FLOOR COVERING

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and Craftsman Cabinets & Floor Covering, with its principal offices at 122 Wellsian Way, Richland, WA 99352 (hereinafter "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and following attached exhibits, which are incorporated by reference:

- A. Exhibit A – Estimate No. 2604 Dated November 9, 2010;
- B. Exhibit B – Estimate No. 2605 Dated November 9, 2010;
- C. Exhibit C – Estimate No. 2606 Dated November 9, 2010;
- D. Exhibit D – Washington State Prevailing Wage Rates For Public Works Contracts;
- E. Exhibit E – Statement of Intent to Pay Prevailing Wages (Sample Form);
- F. Exhibit F – Affidavit of Wages Paid (Sample Form).

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by authorized representatives of both parties, and shall be expire on December 31, 2010. Price adjustments of this Contract will only be effective with an executed amendment to this Contract. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

RESOLUTION

bb

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND
FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICES AGREEMENT
FOR LEGAL PRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN
COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE
CENTER AND DONNA P MANNION.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interests of the
Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the civil panel
attorney, to-wit: Donna P Mannion, be approved as presented;

NOW THEREFORE, BE IT RESOLVED THAT the Chairman of the Board of Benton County
Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are
authorized to sign, on behalf of their respective county, the Professional Service Agreement between the
Juvenile Court and the defense panel attorney, to-wit: Donna P Mannion.

Dated this day of , 20

Dated this day of , 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1111DPM001

THIS AGREEMENT is entered into by and between **Donna P Mannion**, attorney at law, Washington State Bar Association #28278 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **30th day of June, 2011**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

CC

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY DAWN HICKMAN FOR CASES
APPOINTED IN EXCESS OF CONTRACTUAL CAP**

WHEREAS, attorney Dawn Hickman ("Attorney") is presently a holder of a professional services agreement to provide indigent defense services in Benton County District Court; and

WHEREAS, said professional services agreement contains a caseload cap of 360 cases; and

WHEREAS, Attorney's appointed caseload reached the contractual caseload cap sometime near the end of October, 2010; and

WHEREAS, despite the efforts of the District Court administrator and the Indigent Defense Coordinator to halt the continuing appointment of cases at that point, Attorney was nevertheless appointed an additional 5 cases, each of which she has substantially completed, and each of which has been verified by the Indigent Defense Coordinator and certified to by Attorney as shown in the attached Claim for Compensation; and

WHEREAS, in light of the additional appointments and the work done on the cases it appears to be appropriate to have Attorney complete the cases and compensate her for her work thereon in a manner consistent with the equivalent compensation under her existing professional services agreement of \$169.05 per case equivalent, or \$845.25 in total;

NOW THEREFORE, BE IT RESOLVED THAT Attorney be compensated in the amount of \$845.25 for services rendered in 5 indigent defense appointed cases above and beyond the contractual case cap contained in professional services agreement BCDC0810DEH002.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

dd

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF TERMINATING PROFESSIONAL SERVICES AGREEMENT
BCDC0810SWJ001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY
DISTRICT COURT**

WHEREAS, attorney Scott W Johnson (“Attorney”) presently holds professional services agreement BCDC0810SWJ001 to provide indigent defense services in Benton County District Court; and

WHEREAS, Attorney has been offered and has accepted a full professional services agreement in Benton County Superior Court to provide indigent defense services in that court with an effective start date of December 1, 2010; and

WHEREAS, Attorney accordingly must terminate his District Court agreement and has provided written notice of intent to do so (attached); and

WHEREAS, Attorney has already fulfilled his obligation to accept the contractual caseload cap of 360 cases in his District Court agreement so an effective termination date of December 31, 2010 is appropriate; and

WHEREAS, in light of the transfer to Superior Court, it is in Benton County’s best interests to waive the otherwise applicable 90 day notice for termination;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCDC0810SWJ001, be terminated effective December 31, 2010, and Resolution 09-721 is hereby rescinded.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

ee

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF TERMINATING PROFESSIONAL SERVICES AGREEMENT
BCSC0910SPS001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY
SUPERIOR COURT

WHEREAS, attorney Shawn P Sant (“Attorney”) presently holds professional services agreement BCSC0910SPS001 to provide indigent defense services in Benton County Superior Court; and

WHEREAS, Attorney has been elected to the office of Franklin County Prosecuting Attorney; and

WHEREAS, Attorney accordingly must terminate his Superior Court agreement and has provided written notice of intent to do so (attached) effective November 30, 2010; and

WHEREAS, in light of Attorney’s election to public office, it is in Benton County’s best interests to waive the otherwise applicable 90 day notice for termination;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC0910SPS001, be terminated effective November 30, 2010, and Resolution 10-577 is hereby rescinded.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member
Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

ff

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
BCSC1112JJL001L WITH ATTORNEY JOSHUA LILLY TO PROVIDE INDIGENT
DEFENSE SERVICES ON THE "LEGAL FINANCIAL OBLIGATIONS" DOCKET**

WHEREAS, Benton County collects legal financial obligations ("LFOs") owed by Superior Court defendants through the collection efforts of the Benton County Superior Court Clerk; and

WHEREAS, some defendants who are subject to collection proceedings face the risk of contempt of court charges and therefore incarceration for failure to pay their LFOs; and

WHEREAS, Benton County has the statutory and Constitutional obligation to provide legal counsel to defendants facing the prospect of incarceration for failure to pay LFOs who are also indigent or otherwise statutorily eligible for court appointed counsel; and

WHEREAS, attorney Keith Hilde, who has previously provided indigent defense services on the LFO docket has elected not to renew his professional services agreement for 2011; and

WHEREAS, after a request for qualifications process attorney Joshua Lilly ("Attorney") has expressed interest in providing such services and is, in the opinion of the Indigent Defense Coordinator, qualified and capable of providing such services;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement BCSC1112JJL001L through which Attorney will provide indigent defense services to Superior Court defendants facing incarceration for failure to pay LFOs be executed as presented..

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1112JJL001L**

THIS AGREEMENT is entered into by and between **JOSHUA J LILLY**, attorney at law, Washington State Bar Association No. 36033 ("Attorney") dba Lilly Law Office, PLLC and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of January 1, 2011, and shall continue thereafter through and including the 31st of December, 2012, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1880 Fowler Street, Richland, WA 99352. Attorney's current local office telephone and fax numbers are (509) 554-6859 and (509) 734-1919, respectively; and Attorney's current office/work e-mail address is lillylawoffice@gmail.com

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

99

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY KEVIN HOLT TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County (“County”) is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Kevin Holt (“Attorney”) is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney’s services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113KLH001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113KLH001, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113KLH001**

THIS AGREEMENT is entered into by and between **Kevin L Holt** attorney at law, Washington State Bar Association # 16672 ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **7014 W Okanogan Pl, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 735-6520** and **(509) 736-1385** respectively; and Attorney's current office/work e-mail address is **klholt@3-cities.com**.

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

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-

RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICT BUDGET AND LEVY FOR 2011 & 2012

WHEREAS, in accordance with RCW 85.16.020, the Supervisors of the following listed Drainage Improvement District in Benton County, State of Washington, propose the Budget and Levy as shown below; and

WHEREAS, they respectfully request the Board of Commissioners of Benton County, Washington to approve the proposed Budget and Assessment Levy and certify them to the Benton County Treasurer and Assessor;

<u>D.I.D. No.</u>	<u>Construction Cost</u>	<u>Levy</u>	<u>2011 Amount</u>	<u>2012 Amount</u>
4 Sub A 6	(Dissolved per Benton County Ordinance No. 441) (Dissolved per Benton County Ordinance No. 454)			
10	\$ 35,555.15	5%	\$1,777.76	\$1,777.76
11 11 Sub A 12	(Dissolved per Benton County Ordinance No. 447) (Dissolved per Benton County Ordinance No. 447) (Dissolved per Benton County Ordinance No. 444)			

NOW, THEREFORE,

BE IT RESOLVED, that the Budget and Assessment for the Drainage Improvement District of Benton County, Washington for 2011 & 2012 is hereby approved by the Board of County Commissioners.

Dated this 13th day of December 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

LJM:slc

Assessor; Treasurer

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PURCHASES OF EQUIPMENT, MATERIALS, AND SUPPLIES THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE

WHEREAS, pursuant to Chapter 39.34 RCW Benton County and the State of Washington, Department of General Administration, Office of State Procurement have entered into a two (2) year Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity effective January 1, 2011 through December 31, 2012; NOW THEREFORE,

BE IT RESOLVED, by the Board of County Commissioners, that the Public Works Manager is authorized to purchase equipment, materials, and supplies through the State Purchasing Cooperative up to the amounts approved within the 2011-2012 Road and ER&R Fund budgets without soliciting competitive bids or further authorization from the Board of Benton County Commissioners.

Dated this 13th day of December, 2010

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

RESOLUTION

jj

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXTENSION OF SERVICE CONTRACT BETWEEN BENTON COUNTY AND LESLIE & CAMPBELL, INC. FOR ROOF REPAIR/REPLACEMENT ON THE KENNEWICK MAINTENANCE SHOP BUILDING LOCATED IN KENNEWICK, WASHINGTON

WHEREAS, a service contract between Benton County (hereinafter "County") and Leslie & Campbell, Inc. (hereinafter "Contractor") for Roof Repair/Replacement on the Kennewick Maintenance Shop Building Located in Kennewick was entered into November 8, 2010; and

WHEREAS, inclement weather has delayed the Contractor from performing the service to repair/replace the roof on or before December 15, 2010; and

WHEREAS, the Contractor has agreed to extend the duration of the Contract to March 31, 2011; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract Extension Agreement between Benton County and Leslie & Campbell, Inc.; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Contract Extension Agreement between Benton County and Leslie & Campbell, Inc.

Dated this 13th day of December 2010.

Chairman.

Chairman Pro-Tem.

Member.

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

SWB:LJM:slc

CONTRACT EXTENSION AGREEMENT

THIS CONTRACT EXTENSION AGREEMENT is made and entered into this 13th day of December, 2010 by and between Benton County, Washington, a political subdivision, (hereinafter "COUNTY") and Leslie & Campbell, Inc., a Washington corporation (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a Contract dated November 8, 2010 (the "CONTRACT") via resolution 10-664, whereby the CONTRACTOR would furnish Roof Repair/Replacement services on the Kennewick Maintenance Shop Building located in Kennewick, Washington, for the COUNTY; and

WHEREAS, the CONTRACT provides for amendment upon mutual written agreement signed by both parties; and

WHEREAS, the parties wish to extend the date of completion provided in Section 2 of the CONTRACT.

NOW, THEREFORE, the parties agree as follows:

1. To extend the duration of the CONTRACT as set forth in Section 2 of the CONTRACT to March 31, 2011. CONTRACTOR shall complete the work as outlined in Section 3 of the CONTRACT by March 31, 2011, unless earlier terminated pursuant to CONTRACT Section 16. Price adjustments of this CONTRACT will only be effective with an executed amendment to this CONTRACT. The CONTRACTOR shall complete all work by the time(s) specified in the CONTRACT, as amended.
2. All other terms and conditions of the CONTRACT shall remain the same.

IN WITNESS WHEREOF, the parties have caused this amendment to this CONTRACT to be signed by their duly constituted legal representatives and is effective on the last date signed.

BENTON COUNTY

James R. Beaver, Chairman
Benton County Commissioner

Dated: _____

LESLIE & CAMPBELL, INC.

Roger Campbell

Roger Campbell, Vice-President

Dated: 12-08-2010

Approved as to form:

Reid Hay

Reid Hay
Deputy Prosecuting Attorney

KK

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND EMERGENCY PURCHASE OF TRANSMISSION FOR EQUIPMENT NO. 472 (A 2001 STERLING 10-12 CUBIC YARD DUMP TRUCK) AND APPROVING PAYMENT TO JIM'S PACIFIC GARAGES, INC.

WHEREAS, on December 3, 2010, while under normal operating conditions, the transmission in Equipment No. 472 had a catastrophic internal failure resulting in the transmission case breaking and the entire transmission becoming unusable; and

WHEREAS, in order to utilize Equipment No. 472 for sanding and snowplowing during this time of inclement weather conditions the Benton County maintenance employees need to replace the transmission necessitating a purchase in the amount of \$7,109.90 including Washington State Sales Tax from Jim's Pacific Garages, Inc., the Fuller/Roadranger Transmission vendor; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves payment to Jim's Pacific Garages, Inc. in the amount of \$7,109.90 including Washington State Sales Tax.

Dated this 13th day of December, 2010.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

SWB:LJM:SLC

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE:

Speed Limits and Stop signs on County Roads

WHEREAS, the portions of the Cottonwood Springs and Cottonwood Creek subdivisions have been completed and the roads within the subdivisions have been accepted for maintenance by Benton County; and

WHEREAS, the County recommends placing Speed limits and Stop signs on said roads; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated on Exhibit A attached, shall be as follows;

SEE attached "Exhibit A" and vicinity map.

This resolution shall be effective December 13, 2010.

Dated this 13th day of 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest : _____
Clerk of the Board

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

SWB:NWC:

“EXHIBIT A

Wiser Parkway and Cottonwood Elementary Vicinity Traffic Control

Wiser Parkway – Badger Road to Cottonwood Drive

Speed Limit - 35 MPH

Stop Sign - Eastbound traffic stop at Badger Road

Stop Sign - Westbound traffic stop at Cottonwood Drive

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXTENDING THE PERSONAL SERVICE CONTRACT TO THE TRI-CITIES CHAPLAINCY FOR FURNISHING INMATE CHAPLAIN SERVICES FOR THE BENTON COUNTY JAIL FACILITY LOCATED IN KENNEWICK, WA.

WHEREAS, per resolution 09-814, "...that contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County and Tri-Cities Chaplaincy entered into a Contract dated March 31, 2008, via resolution 08-443, whereby Tri-Cities Chaplaincy would furnish inmate counseling services for the Benton County Jail Facility located in Kennewick, WA; and

WHEREAS, the contract specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended for three (3) subsequent one year periods on mutual written agreement of the parties; and

WHEREAS, the parties extended the contract terms and conditions for calendar year 2009, via Resolution 08-996 and for calendar year 2010, via Resolution 10-010; and

WHEREAS, the Sheriff's Office is pleased with the services provided by the Tri-Cities Chaplaincy and recommends extending the contract for calendar year 2011. **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to the Tri-Cities Chaplaincy in the amount of \$147,973 for the calendar year 2011; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached contract extension agreement; and

BE IT FURTHER RESOLVED, the term of the attached contract expires on December 31, 2011.

Dated this ____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig Sheriffs Office
cc: Auditor, R. Ozuna, Chaplaincy

Prepared by: D. Petty

CONTRACT EXTENSION AGREEMENT

THIS CONTRACT EXTENSION AGREEMENT is made and entered into this 7 day of December, 2010 by and between Benton County, Washington hereinafter called "COUNTY" and Tri-Cities Chaplaincy hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Contract dated March 31, 2008 (the "CONTRACT") via resolution 08-443, whereby the CONTRACTOR would furnish inmate chaplain services for the Benton County Jail Facility located in Kennewick, WA; and

WHEREAS, the CONTRACT specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended for three (3) subsequent one year periods on mutual written agreement of the parties; and

WHEREAS, the parties extended the contract terms and conditions for calendar year 2009 via resolution 08-996 and a second time for calendar year 2010 via resolution 10-010; and

WHEREAS, the parties wish to extend the contract terms and conditions for a third time for calendar year 2011 with a change to Section 5 COMPENSATION. "CONTRACTOR shall be paid a flat rate of \$147,973 for the 2011 calendar year." and

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth herein, the parties agree as follows:

1. Notwithstanding prior amendments and the provisions in SECTION 2, to extend the contract for the calendar year 2011 expiring at the end of December 31, 2011.
2. The following shall be added to SECTION 5. COMPENSATION of the Personal Services Contract for furnishing inmate-chaplain services:

CONTRACTOR shall be paid a flat rate of \$147,973 for the 2011 calendar year.

The maximum total amount payable by the COUNTY to the CONTRACTOR for the 2011 calendar year shall not exceed \$147,973.

3. All other terms and conditions of the "CONTRACT" shall remain the same.

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

Date: _____

Date: 12-7-10

Benton County

Tri-Cities Chaplaincy

Chairman
Benton County Commissioner

Bette A. Cooper
Signature

Approved as to Form

Bette A. Cooper, Executive
Print Name and Title Director

Jonathan Young
Deputy Prosecuting Attorney

nm

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND OLYMPIC SECURITY SERVICES, INC. FOR UNARMED SECURITY GUARD SERVICES FOR THE JAIL LOBBY AND JUSTICE CENTER LOCATED IN KENNEWICK, WA.

WHEREAS, the Board awarded and authorized the Chairman to sign the Contract between Benton County (hereinafter "COUNTY") and Olympic Security Services, Inc. (hereinafter "CONTRACTOR") for inmate physician services, via Resolution 10-015; and

WHEREAS, the Contract states that it may be amended upon the agreement of both the COUNTY and the CONTRACTOR; and

WHEREAS, the CONTRACTOR has requested an extension through December 31, 2011; and

WHEREAS, the COUNTY and the CONTRACTOR wish to extend the Contract through December 31, 2011, and replace EXHIBIT B of the current Contract with the updated EXHIBIT B1 **NOW THEREFORE**

BE IT RESOLVED, the Benton County Commissioners hereby approve the attached Contract Amendment between Benton County and Olympic Security Services, INC. and authorize the Chairman of the Board to sign the same.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT, made and entered into this 7th day of December, 2010 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and OLYMPIC SECURITY SERVICES, INC, hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 10-015 the parties entered into a Contract for 2010, whereby the contractor would provide unarmed security guard services in 2010 for the Benton County Jail and Justice Center in Kennewick and the Benton County Courthouse in Prosser, Washington operated by the County; and

WHEREAS, the COUNTY and CONTRACTOR wishes to amend the contract to extend the duration through the 2011 calendar year and increase the amount charged to the County for the account manager.

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Section 2. DURATION OF CONTRACT shall read as follows:

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2010, and shall expire on December 31, 2011. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. EXHIBIT B: COSTS AND PAYMENTS: shall be replaced with the attached document EXHIBIT B1: COSTS AND PAYMENTS

3. All other terms and conditions of the "CONTRACT" shall remain the same.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AMENDMENT TO THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS AGREEMENT NO. K7926 FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, Benton County and the Washington State Department of Corrections have an Agreement No. K7926 for the use of the Benton County jail facilities via Resolution 08-1003; and

WHEREAS, Agreement No. K7926 was extended until December 31, 2010 via Resolution 09 768; and

WHEREAS, Benton County and the Washington State Department of Corrections wish to amend Agreement No. K7926 and extend the expiration date to February 28, 2011; and

WHEREAS, the Benton County Sheriff has reviewed the amendment and recommends amending Agreement No. K7926; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves the attached amendment to Agreement No. K7926 between Benton County and the Washington State Department of Corrections to continue the use of the Benton County jail facilities by the Washington State Department of Corrections until February 28, 2011.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Benton County, hereinafter referred to as the County, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the County.

WHEREAS the purpose of this contract amendment is to extend the period of performance;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

Section 2.01 Term is amended as follows:

The term of this Agreement shall begin January 1, 2009, and continue through ~~((December 31, 2010))~~ February 28, 2011. If the parties do not execute an amendment by ~~((December 24, 2010))~~ February 21, 2011, that extends this agreement, the Department will arrange to move the offenders to another facility.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2011.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

BENTON COUNTY

DEPARTMENT OF CORRECTIONS

Max Benitz, Jr., Commissioner ~~Chair~~ DATE

Gary Baning
Gary Baning DATE
Contracts Administrator

Leo Bowman, Commissioner DATE

James Beaver, Commissioner DATE

Larry Taylor
Larry Taylor, Sheriff DATE

Approved as to Form:

Approved as to form:

This amendment format was approved by the office of the Attorney General. Approval on file.

Andy Miller, Prosecuting Attorney DATE

By Jonathan Young
Civil Deputy Prosecutor

PP

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND DR. W. THOMAS COOPER M.D., FOR INMATE PHYSICIAN SERVICES LOCATED AT THE BENTON COUNTY JAIL FACILITY

WHEREAS, the Board awarded and authorized the Chairman to sign the Agreement between Benton County (hereinafter "COUNTY") and Dr. W. Thomas Cooper M.D. (hereinafter "CONTRACTOR") for inmate physician services, via Resolution 10-055; and

WHEREAS, the Agreement states that it may be continued on a year to year basis upon the agreement of both the COUNTY and the CONTRACTOR; and

WHEREAS, the Benton County Jail is required to offer physician services to inmates through contracting physicians to provide such services; and

WHEREAS, the CONTRACTOR has requested an extension through December 31, 2011; and

WHEREAS, the COUNTY and the CONTRACTOR wish to extend the Agreement through December 31, 2011, increase the total amount payable to one hundred thousand dollars and zero cents (\$100,000.00), modify the prescription language, and include a 30-day termination clause; **NOW THEREFORE**

BE IT RESOLVED, the Benton County Commissioners hereby approve the attached Agreement Amendment between Benton County and Dr. W. Thomas Cooper M.D. and authorize the Chairman of the Board to sign the same.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

PERSONAL SERVICE AGREEMENT AMENDMENT

THIS PERSONAL SERVICE AGREEMENT AMENDMENT is made and entered into this ____ day of _____ 2010 by and between Benton County, Washington hereinafter called "COUNTY" and W. Thomas Cooper M.D., P.S. hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 10-055 the parties entered into an Agreement for 2010, whereby the CONTRACTOR would provide physicians services in 2010 for the Benton County Sheriff's Office in Kennewick, Washington operated by the COUNTY; and

WHEREAS, the COUNTY and the CONTRACTOR wish to extend the Agreement through December 31, 2011 and increase the total amount payable to \$100,000.00; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. The 2010 Billings section located in Paragraph 16 of the Agreement for the Provision of Physician Services shall be replaced with the following:

BILLINGS: Billings for services shall be submitted to the Benton County Sheriff's Office on a monthly basis. The bill shall detail the numbers of hours worked, number of calls received and number of on-call visits made. Payments for the period of January 1, 2011 thru December 31, 2011 will be based on a rate of \$140.00 per hour and an additional \$10.00 per telephone call received while on-call. Total amount payable to the Contractor for the period of January 1, 2011 thru December 31, 2011 shall not exceed \$100,000.00.

2. Paragraph 2 of the Agreement for the Provision of Physician Services shall be replaced with the following:

AGREEMENT PERIOD: The agreement period shall expire on the 31st day of December 2011 unless earlier terminated pursuant to the provisions herein. Upon agreement of both parties this agreement may be continued on a year-to-year basis subject to agreement between the County and Contractor on any cost adjustments.

If either party seeks a rate adjustment, such adjustment request must be submitted in writing to the other party no later than October 31st of the current agreement year.

If an agreement as to the rate adjustment cannot be reached by November 30th of the current agreement year, the Agreement shall terminate on the 31st day of December of the current agreement year.

3. Paragraph 5, Section F, Item 1c of the Agreement for the Provision of Physician Services shall be replaced with the following:

Prescriptions: In addition to any prescription medication prescribed pursuant to a) and b) above, Contractor, after review of relevant medical information, shall at the sole judgment of Dr. W. Thomas Cooper, approve all other appropriate necessary prescription medications while being conscious of the Department of Corrections Offender Health Plan and Formulary that will be provided to him periodically as changes occur. Generally, prescription and over-the-counter medications are dispersed by the medical staff, however, in the sole judgment of the doctor, he may dispense medication pursuant to the Jail procedures.

4. A new paragraph, Paragraph 20, shall be added as follows:

20. TERMINATION:

a. The COUNTY may terminate this Agreement in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Agreement upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Article 16, Billings. Nothing in this section shall limit the rights of the COUNTY pursuant to this Agreement or by law.

b. The CONTRACTOR may terminate this Agreement in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Agreement upon giving sixty (60) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Article 16, Billing. Nothing in this section shall limit the rights of the COUNTY pursuant to this Agreement or by law.

5. All other terms and conditions of the Agreement shall remain the same.

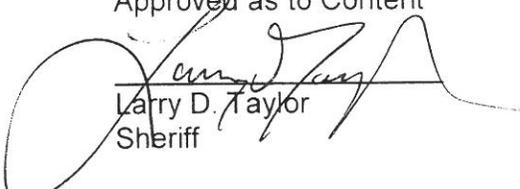
IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Agreement Amendment on behalf of the County, and the Contractor has executed this Agreement Amendment, to take effect on the day and year first above written.

Date: _____

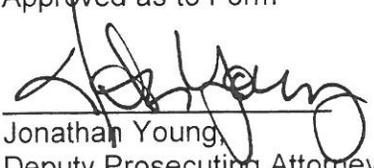
Benton County

Chairman
Benton County, Commissioner

Approved as to Content

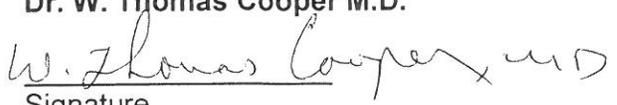

Larry D. Taylor
Sheriff

Approved as to Form


Jonathan Young,
Deputy Prosecuting Attorney

Date: 12/08/10

Dr. W. Thomas Cooper M.D.


Signature

Dr. W. Thomas Cooper M.D.

99.
88

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND THE CITY OF WEST RICHLAND FOR POTENTIALLY DANGEROUS OR DANGEROUS DOG IMPOUNDMENT SERVICES

WHEREAS, Benton County hereinafter called "COUNTY" and the City of West Richland hereinafter called "CITY" entered into an Interlocal Agreement via resolution 08-425, whereby the CITY would provide potentially dangerous or dangerous dog impoundment services for the COUNTY in accordance with Benton County Code Chapter 2.20; and

WHEREAS, the parties wish to amend the Interlocal Agreement terms and conditions and extend the Interlocal Agreement through March 31, 2011; **NOW, THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Interlocal Agreement Amendment and authorizes the Chairman of the Board to sign the attached Interlocal Agreement Amendment between Benton County and the City of West Richland; and

BE IT FURTHER RESOLVED, the term of the attached Interlocal Agreement Amendment expires on March 31, 2011.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

INTERLOCAL AGREEMENT AMENDMENT

THIS INTERLOCAL AGREEMENT AMENDMENT is made and entered into this ____ day of _____, 2010 by and between Benton County, Washington hereinafter called "COUNTY" and City of West Richland, Washington hereinafter called "CITY".

WHEREAS, per Resolution 08-425 the parties entered into an Interlocal Agreement, whereby the CITY would provide potentially dangerous or dangerous dog impoundment services for the COUNTY in accordance with Benton County Code Chapter 2.20; and

WHEREAS, the parties wish to amend the Interlocal Agreement's terms and conditions and extend the contract through March 31, 2011; and

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth in the Interlocal Agreement, the parties agree as follows:

1. Section 3. DURATION shall be replaced with the following:

3. Duration of contract. The term of this Agreement shall expire on March 31, 2011 unless earlier terminated pursuant to the terms herein. Upon mutual execution of appropriate amendments, this Agreement may be extended for additional three month terms a maximum of seven times (total of six years).

2. A new section, Section 14, shall be added as follows:

14. Termination.

a. The COUNTY may terminate this Agreement in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Agreement upon giving thirty (30) days written notice by certified mail to the CITY. In that event, the COUNTY shall pay the CITY for actual costs incurred by the CITY in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 2, Payment for Services. Nothing in this section shall limit the rights of the COUNTY pursuant to this Agreement or by law.

b. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion, that such termination is in the best interests of the CITY. The CITY may terminate this Agreement upon giving sixty (60) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CITY for all costs incurred by the CITY in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 2, Payment for Services. Nothing in this section shall limit the rights of the COUNTY pursuant to this Agreement or by law.

3. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement Amendment to be signed by their duly constituted legal representatives.

Date: _____

Date: _____

Benton County

City of West Richland

James Beaver, Chairman
Benton County Commissioner

Donna Noski, Mayor

Approved as to Form:

Approved as to Form:

Jonathan Young, Civil,
Deputy Prosecuting Attorney

City Attorney

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<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>12/13/2010</u>	Execute Contract	<u> </u>
Subject:	<u>Memorandum of Agreement with WSU</u>	Pass Resolution	<u> X </u>
Prepared by:	<u>Eileen Hewitt</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u> </u>	Pass Motion	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other Business	<u> </u>

BACKGROUND INFORMATION

Memorandum of Agreement between Washington State University and Benton County for services of Extension programs.

SUMMARY

Benton County pays a portion of our salary (33%) and WSU pays the balance and all benefits.

MOTION

It is already a portion of our budget that was approved on November 29, 2010.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING the Chairman of the Board to sign the Memorandum of Agreement between Washington State University Extension and Benton County;

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Amendment of the Memorandum of Agreement between Washington State University Extension and Benton County regarding funding through a Personal Services Contract for 2011.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Contract No. _____

County BENTON

100204-000
Marianne Ophardt
147-4130-1903

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

BENTON County

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Extension and County Government. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130.

III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:

- A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.
- B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
- C. Supplement the funds received from the county professional services contract and pay salary and fringe benefits for each county/area Extension Educator and designated staff members.

Ph 9:05

EXHIBIT LIST FOR ORDINANCE AMENDMENTS TO BCC TITLE 9.04

Planning Commission Application Exhibit List

		DATED
PCR 1 Includes:	PCR 1.1 Draft Ordinance for BCC 9.04	
	PCR 1.4 Environmental Checklist	April 20, 2010

Planning Commission Staff Memo Exhibit List

PCM 1 Includes:	PCM 1.1 Staff Memo	April 30, 2010
	PCM 1.2 Determination of Non Significance issued	April 1, 2010
	PCM 1.3 Comments from Benton Co. Public Works	April 29, 2010
	PCM 1.4 Comments from Benton Co. Fire Marshal	April 22, 2010
PCH1	PCH 1.1 Letter from Permit Surveying	April 30, 2010
PCM 2 Includes:	PCM 2.1 Staff Memo for continued hearing	June 1, 2010
PCH 2	PCH 2.1 Drawing submitted by Ryan Liddicoat	June 8, 2010

Board of County Commissioners Exhibit List

CCR 1 Includes:	CCR 1.1 Planning Commission Findings of Fact	June 14, 2010
	CCR 1.2 Proposed Ordinance with Planning Commission changes	June 15, 2010
CCM1	CCM 1.1 Board of County Commissioners Agenda Sheet	July 6, 2010
CCW 1	CCW 1.1 Planning Staff Recommended Ordinance	July 28, 2010
	CCW 1.2 Board of County Commissioners Workshop Agenda Sheet	July 28, 2010
CCW 2	CCW 2.1 Board of County Commissioners Agenda Sheet	Sept. 8, 2010
	CCW 2.2 Board of County Commissioners Recommended Ordinance	Sept. 8, 2010
CCW 3	CC2 3.1 Board of County Commissioners Agenda Sheet	November 22, 2010
CCH 2 Includes:	CCH 2.1 Board of County Commssioners Agenda Sheet	December 2, 2010
	CCH 2.2 Section by Section Summary of the proposed Ordinance	
	CCH 2.3 Proposed Ordinance Amendment	
	CCH 2.4 Comments from Ryan Liddicoat, Worley Surveying	December 6, 2010
	CCH 2.5	

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

**PCR = Planning Commission Record Exhibits
PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing**

**CCR = County Commissioner Record Exhibits
CCM = County Commissioner Memo Exhibits
CCW= County Commissioner Workshop Exhibits
CCH=Exhibits submitted during Hearing**

AGENDA ITEM MTG. DATE: December 13, 2010 SUBJECT: Ordinance amending Title 9.04 Memo Date: December 2, 2010 Prepared By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Public Workshop
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BACKGROUND INFORMATION

On May 11th and June 8th, the Benton County Planning Commission conducted public hearings on a draft ordinance that would amend Chapter 9.04 (Short Plat Ordinance) of the Benton County Code. On July 12, 2010 the Board of County Commissioners considered the proposed ordinance drafted by staff and the Planning Commission's recommended draft ordinance and decided to conduct a workshop on this matter. On August 4th, September 13th, and November 29, 2010, the Board of County Commissioner's held workshops on this matter and after reviewing the draft ordinance directed staff to prepare the document for a public hearing. An Open Record Hearing before the Board is scheduled for December 13, 2010 at 9:05 a.m.

Attached for the Board's connivance is a section-by-section summary of the ordinance amendment along with a complete copy of the proposed ordinance.

RECOMMENDATION

After closing the Open Record Hearing and discussing the draft ordinance, the Board must adopt findings of facts and conclusions and then approve, approve with changes or deny the proposed ordinance. Based on the information presented the Planning Department recommends that the Board adopt the draft ordinance as presented.

FISCAL IMPACT

None

MOTION

At the conclusion of the Open Record Hearing the Board will need to make a motion adopting Findings and Conclusions and authorizing the Chairman of the Board to sign said Findings and Conclusions on behalf of the Board of County Commissioners.

The Board will also need to make a motion approving, approving with modifications or disapproving the attached amendments to BCC 9.04. If the Board decides to approve the proposed ordinance, they must approve the resolution and adopt the ordinance amending BCC 9.04.

9:25

Benton County Commissioners' Office
PO Box 190
Prosser, WA 99350
(509) 786-5600 - Prosser
(509) 736-3080 - Tri Cities
(509) 786-5625 - Fax

memo

To: Commissioners
County Administrator

From: Loretta Smith Kelty

Date: December 13, 2010

Re: Web Page Contact Us Redesigned

It was brought to the attention of the Commissioners' Office that Benton County's web page listing "contact us" was archaic. To address this particular issue Marilu Flores, Shan McPherson, Bob Woody, and Teri Holmes designed an interactive web page listing "contact us". They would like to present the design to your for comments. A news flash will be put on our home page soliciting comments from the public, our employees, managers, and elected officials also.

Enclosed for ease are copies of "yesterday's" ability to contact Benton County through our web site and "today's" new look and process.

From the Desk of:

Loretta Smith Kelty
Deputy County Administrator