

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



To view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, December 13, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ December 6, 2011

Review Agenda

Consent Agenda

Animal Control

a. Establishing Impound Fees

Auditor

b. Lease Agreement w/Neopost for Mail Processing Equipment, Services and Supplies

Central Services

c. Purchase Authorization from Extend Networks for Network Storage Expansion

Clerk

d. Purchase Authorization from the Trial Court Improvement Fund

Commissioners

e. Defining and Adopting All County Funds

f. Adoption of New Budget Policy; Rescinding Resolution 11-664

g. 2012 Commissioner Committee Assignments

h. 2012 Non-Bargaining Contribution to Employee Benefits

i. 2012 Non-Bargaining General Increase of Wages

j. Process Services Contract w/Inter-City Legal Processing & Messenger Services, LLC

Facilities

k. Contract w/Moon Security for As-Needed Repair Services

l. Contract Amendment w/Apollo Sheet Metal for Preventative HVAC Services

m. Blanket Services Contract w/Apollo Sheet Metal for As-Needed Services

n. Personal Services Contract w/Schindler Elevator Corporation for Elevator Maintenance

Human Services

o. Housing Services Agreement, #2011/2013-HEN-BFCAC, w/BF Community Action Committee; Rescinding Resolution 11-704

Juvenile

p. Contract Amendment w/J Van Wormer for the MacArthur Foundation Grant

q. Contract Amendment w/J&J Security & Transport, Inc. for Security Services

r. Contract Amendment w/Kennewick School District for Educational Advocate Team

Office of Public Defense

- s. Indigent Defense Investigative Services Agreement w/M Torres dba Casey Investigations
- t. Indigent Defense Investigative Services Agreement w/J Porteous dba Working Investigations
- u. Indigent Defense Investigative Services Agreement w/M Almquist dba Columbia Private Investigation

Personnel

- v. January Employee of the Month Award
- w. Personal Service Contract w/J&J Security and Transport, Inc. for Court Security Services

Prosecuting Attorney

- x. Memorandum of Understanding w/Teamsters Local No. 839, Representing Sheriff's Office Clerical Employees
- y. Settlement Agreements w/Benitez & Robles

Public Works

- z. Purchase Cooperative Amended Intergovernmental Agreement w/Department of General Administration
- aa. Alternatives to Burning Grant Agreement, #G1200219, w/St of WA Department of Ecology
- bb. Coordinated Prevention Grant Agreement, #G1200229, w/St of WA Department of Ecology

Sheriff

- cc. Contract Amendment w/Olympic Security Services, Inc. for Security Guard Services
- dd. Contract Amendment w/Dr. Watson for Inmate Physician Services
- ee. Contract w/Tower Plaza Cleaners & Laundromat LLC for Uniform Cleaning Services
- ff. Contract Extension w/Tri-Cities Chaplaincy for Inmate Chaplain Services

Superior Court

- gg. Adoption of 2012 Percentage Rates for Salaries for Benton-Franklin Superior Court

9:05 AM

Scheduled Business:

Contract Negotiation – E Thornbrugh

Unscheduled Visitors

Board Assignment Update

MINUTES

DRAFT

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 6, 2011, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Central Services Manager Randy Reid; Superior Court Administrator Pat Austin; Rosie Sparks, Auditor's Office; Bryan Perry, Safety Coordinator; Eric Hsu, OPD; Nick Kooiker, Treasurer's Office; DPA Ryan Brown; R.J.Lott, Planning; Erhiza Rivera, Deputy Treasurer; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of November 22, 2011 were approved.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a through "aa". Commissioner Beaver seconded.

Discussion

The Board discussed changing the agenda cover sheet to reflect whether the fiscal impact was from the current budget or whether a supplement would be needed and agreed the form should be clarified.

Upon vote, the Board approved the following:

Animal Control

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

Central Services

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

Commissioners

- c. Payment Authorization to Design West Architects for WA St Rehabilitation Grant

District Court

- d. Interpreter Services Contract w/R Arteaga
- e. Interpreter Services Contract w/M Rudeen
- f. Interpreter Services Contract w/A Uvalle

Facilities

- g. Contract Amendment w/Dynamic Laundry Systems, Inc. for Maintenance & Repair Services
- h. Purchase Authorization w/Dynamic Laundry Systems, Inc. for Jail Washing Machine
- i. Contract w/Yoder, Inc., dba Coffey Refrigeration for Jail Kitchen Repair Services

Fairgrounds

- j. Purchase Authorization of Tables from Mity-Lite, Inc.

Human Services

- k. Agreement, #2011/2013-HEN-TSA, w/The Salvation Army for Housing Services
- l. Agreement, #2011/2013-HEN-LCC, w/Lourdes Counseling Center for Housing Services

Juvenile

- m. Indigent Defense Contract Amendment w/D Campbell
- n. Indigent Defense Contract Amendment w/M Poland
- o. Contract w/Interwest Technology Systems, Inc. for Intercom System
- p. Contract w/Inter-City Legal Processing & Messenger Service, LLC for Messenger Services

Office of Public Defense

- q. Indigent Representation Agreement w/A Tindell for Involuntary Commitment Proceedings

Personnel

- r. Subscriber Agreement w/Public Safety Testing, Inc.

Public Works

- s. Authorization to Proceed w/Access Road from Edwards to Locust Grove Roads
- t. Traffic Control on Route 4 South – Hanford Site
- u. Vacation of Unimproved Road Right of Way in Section 27 and 34 by KID
- v. Bridge Inspection Agreement w/WA State Dept of Transportation
- w. Contract Amendment w/Burlington Environmental, LLC for Hazardous Waste Collection
- x. Interlocal Coop Agreement w/City of West Richland for Use of Solid Waste Brush Bandit
- y. Authorization for Public Hearing for Franchise by Northwest Open Access Network

Sheriff

- z. Contract w/State of WA, Department of Commerce for Bryne Justice Assistance Grant

WSU – Benton County Extension

- aa. Memorandum of Agreement w/WSU

Board Assignments

The Board discussed the 2012 board assignments and agreed to the following changes: Commissioner Beaver as Chairman, Commissioner Small as Chairman Pro Tem, and adding an appointment for Commissioner Bowman as West Richland Chamber liaison. The Board agreed to add the resolution to the following consent agenda.

Public Hearing – Re-Adoption of 2011-2012 Biennial Benton County Budget

Keith Mercer presented the resolution for re-adoption of the 2011-2012 Biennial Budget. He said there was one supplement in the amount of \$764,427 for funding the gang task force that ultimately impacted the revenues/expenditures. Additionally, he stated the County Road Administration Board (CRAB) required a one-year road program and budget to be adopted each year to be eligible for funding.

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

MOTION: Commissioner Beaver moved to approve the resolution Re-Adopting the 2011-2012 Benton County Budget. Commissioner Small seconded and upon vote, the Board approved the following:

Total Current Expense Revenues	\$109,773,797
Total Current Expense Expenditures	\$109,864,327
To Balance	\$ 90,530
Total Road Fund Revenues	\$ 26,947,839
Total Road Fund Expenditures	\$ 31,030,108
To Balance	\$ 4,082,269
Total Other Funds Revenues	\$110,338,446
Total Other Funds Expenditures	\$129,195,401
To Balance	\$ 18,856,955
Total Revenues	\$247,060,082
Total Expenditures	\$270,089,836
To Balance	\$ 23,029,754

Public Hearing - Short Plat Vacation 11-05

R.J. Lott reviewed the staff report for SPV 11-05 for an application for vacation of a drainage easement. He said that owners within 300 feet of Short Plat 2075 were notified and all owners within Short Plat 2075 signed the vacation application. Additionally, all concerned agencies were notified and the Planning Department received no adverse comments. The Public Works Department did comment that the natural draws in the area have been disrupted with the construction of PR 959 and that standing water may occur, however, according to FEMA flood maps, there were no 100 or 500-year flood areas in or around this short plat.

Based upon the testimony received, he said it was Planning's recommendation to approve the vacation.

Public Testimony

Michael Meads, Kennewick, owner of short plat, spoke in favor, and said he wanted to build a horse barn in that area.

As there was no one else present to testify, the public hearing was closed.

MOTION: Commissioner Small moved to approve the vacation of the triangle-shaped drainage easement located in the West Half of Lot 1, Short Plat 2075, in the Northwest Quarter of Section 22, Township 8 North Range 28 East, for SPV 11-05. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Benton County Emergency Services – BCES Costs/E911 Study

Chief Skinner, Richland Police Department, said they were trying to deliver a lean organization and to reduce the costs; additionally, were organizing a recruitment effort to get more Mhz users on the system to reduce costs. He said they were preparing for the CSEPP closing scheduled in May (and the ultimate federal audit) and would be evaluating the future of emergency management.

Additionally, he presented the proposed Memorandum of Understanding between Washington State and Benton and Franklin Counties to conduct the study of a regional dispatch center. He said that Franklin County had approved moving forward on the study, it was fully-funded by the State of Washington and focused on the technology piece of 911 infrastructure of a regional dispatch center.

Commissioner Beaver asked if there were other agencies that had went this direction with this model. Chief Skinner said mostly on the west side and there were advantages and advancements in going this direction and he fully supported looking at this model. Commissioner Beaver commented that he was sensitive to partnerships that were not 50/50 and that would need to be considered when deciding to make a change in the program.

Chairman Bowman asked about the study that was just completed by E-Gov and whether this was just another study on the same issue. Chief Skinner stated that E-Gov looked at governance and organizational structure of a regional dispatch but this study would look at the technology portion and infrastructure to make sure everything was firmly in place and that calls made to 911 would make it to the dispatch center. He said it was more of a "due-diligence" issue for Franklin County to make sure they were making the best decision and this study would answer that final question.

Commissioner Small commented on the requirements of the agreement, including that it was paid by the state and the implementation of an advisory committee to oversee the study.

DPA Ryan Brown said he had no problem with the form of the agreement.

MOTION: Commissioner Beaver moved to approve the Memorandum of Understanding Between Washington State Military Department and Benton County and Franklin County. Commissioner Small seconded and upon vote, the motion carried.

Portable Electronic Communication Device Usage Policy

Adam Fyall and Eric Hsu reviewed the proposed Portable Electronic Communication Device Usage Policy, specifically, appropriate use of county-owned devices (and prohibited uses); use of personally-owned devices for county work purposes; possible reimbursement; safeguarding and security; and technical support. They also pointed out that approving such a policy did not give departments budget entitlement for such devices.

Mr. Hsu pointed out a few changes that were made since the Board received its copy, including:

1. To include the wording “operation of a business” for profit-seeking purposes as a prohibited use;
2. Personally owned laptop computers expanded to “personally owned computers”;
3. To require approval in writing for personal apps;
4. Add language that if the IRS determined the reimbursement were a taxable benefit, it would be taxed;
5. Text messaging (they were currently looking at options for archiving text messaging and would have a solution shortly).

The Board agreed to take at least a week to review before putting on the agenda for approval.

Unscheduled Visitors

Tom Paul, Prosser, said he was a building contractor and was currently trying to build a house. He said he applied for a building permit and a Health Department permit. He said the Health Department was requiring a pressurized system and Benton County was requiring it be engineered before the house was built. He said it would delay the project by at least three weeks and then potential weather problems could delay building until the spring. He indicated this would cause him a financial hardship and asked if the Board could assist so he could begin building before the system was engineered.

The Board suggested he attend the next Health Board meeting so the matter could be reviewed.

Ryan Brown said the Board should keep in mind as it moved forward on the study for a regional dispatch center that he has seen many negligence claims against dispatch and that it would want to reach an agreement with regard to liability if the County decided to have a regional dispatch center.

Commissioner Assignment Update

Commissioner Beaver reported on the following: Benton REA (Red Mountain) meeting; Chamber open house (received good feedback about the future of Benton County); retirement party for Dr. Jecha; Workforce Development Council (program was dealing with funding problems); party at Red Lion hosted by Mr. Garlick and Mr. Lampson. He suggested the Board send a thank you letter for their continued community support.

Commissioner Small reported on the following meetings: Election (Canvassing Board); Red Mountain meeting; Planning meeting with Mr. Shuttleworth and constituents. He also discussed the Building Code (effective grading) and that Benton County was in the top 85% of the state.

Chairman Bowman thanked Commissioner Small for covering the Canvassing Board in his absence. He reported on his attendance at the following: WA Task Force for Transportation (his appointment by the Governor - one meeting left); Law Library Meeting -- looking at cash reserves/invested reserves. He also provided an updated list of legislative issues identified by WSAC.

Budget Issues

Chairman Bowman asked Mr. Sparks if there was something the Board could do to assist administration in the second year of the biennium. Mr. Sparks said the Board had talked about a hiring freeze and that he had received information from WSAC and other counties and could put a policy together to bring to the Board for review. He said the policy could be ready to go if the Board decided it needed to go that direction. Additionally, he talked about starting a communication process with elected officials and department heads about how the current biennial was going and future issues. He discussed a possible review in the 1st quarter.

Urban Growth Area – City of Kennewick

Mr. Sparks said he received a letter from the City of Kennewick regarding urban growth area legislation and they had requested a letter be sent to Brad Klippert. Mr. Sparks said he would review the issue and bring it back to the Board.

Vouchers

Check Date: 11/30/2011
Warrant #: 46528-46762
Taxes #: 010111116
Total all funds: \$631,334.33

Check Date: 12/02/2011
Warrant #: 46769-47090
Total all funds: \$631,334.33

Check Date: 12/05/2011
Warrant #: 233300-233412
Direct Deposit #: 69388-69983
Total all funds: \$2,571,665.57

Check Date: 12/05/2011
Warrant #: 47099-47122
Taxes: 10111121-10111123
Total all funds: \$2,073,967.10

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

Resolutions

- 11-757: Contract w/Pet Medical Center for Spay and Neutering Services
- 11-758: Line Item Transfer, Fund No. 0502-101, Dept. 000
- 11-759: Payment Authorization to Design West Architects for WA St Rehabilitation Grant
- 11-760: Interpreter Services Contract w/R Arteaga
- 11-761: Interpreter Services Contract w/M Rudeen
- 11-762: Interpreter Services Contract w/A Uvalle
- 11-763: Contract Amendment w/Dynamic Laundry Systems, Inc. for Maintenance & Repair Services
- 11-764: Purchase Authorization w/Dynamic Laundry Systems, Inc. for Jail Washing Machine
- 11-765: Contract w/Yoder, Inc., dba Coffey Refrigeration for Jail Kitchen Repair Services
- 11-766: Purchase Authorization of Tables from Mity-Lite, Inc.
- 11-767: Agreement, #2011/2013-HEN-TSA, w/The Salvation Army for Housing Services
- 11-768: Agreement, #2011/2013-HEN-LCC, w/Lourdes Counseling Center for Housing Services
- 11-769: Indigent Defense Contract Amendment w/D Campbell
- 11-770: Indigent Defense Contract Amendment w/M Poland
- 11-771: Contract w/Interwest Technology Systems, Inc. for Intercom System
- 11-772: Contract w/Inter-City Legal Processing & Messenger Service, LLC for Messenger Services
- 11-773: Indigent Representation Agreement w/A Tindell for Involuntary Commitment Proceedings
- 11-774: Subscriber Agreement w/Public Safety Testing, Inc.
- 11-775: Authorization to Proceed w/Access Road from Edwards to Locust Grove Roads
- 11-776: Traffic Control on Route 4 South – Hanford Site
- 11-777: Vacation of Unimproved Road Right of Way in Section 27 and 34 by KID
- 11-778: Bridge Inspection Agreement w/WA State Dept of Transportation
- 11-779: Contract Amendment w/Burlington Environmental, LLC for Hazardous Waste Collection
- 11-780: Interlocal Coop Agreement w/City of West Richland for Use of Solid Waste Brush Bandit

- 11-781: Authorization for Public Hearing for Franchise by Northwest Open Access Network
- 11-782: Contract w/State of WA, Department of Commerce for Bryne Justice Assistance Grant
- 11-783: Memorandum of Agreement w/WSU – Amendment
- 11-784: Re-Adopting the 2011-2012 Benton County Budget
- 11-785: Memorandum of Understanding Between Washington State, Benton County, and Franklin County – Study – Regional E911
- 11-786: Vacation of Drainage Easement – Applicant – Michael Meads – SPV 11-05

There being no further business before the Board, the meeting adjourned at approximately 10:32 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12-13-11</u>	Execute Contract	_____	Consent Agenda	<u> x </u>
Subject:	<u>Establishing Impound Fees</u>	Pass Resolution	<u> x </u>	Public Hearing	_____
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:		Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND / SUMMARY INFORMATION

Per Resolution 11-128, Benton County created an ordinance (Ordinance 483) relating to animal control which added a new chapter to Title 2 of the Benton County Code. Per Section 6. Redemption of Impounded Dogs of Ordinance 483, requires the impound fee be set by Resolution. The Benton County Animal Control Manager recommends establishing the following impound fees:

First Offense – No charge

Each Offense Thereafter – \$15.00 Impound fee plus \$10.00 per day

Benton County Animal Control Manager has the right to reduce fees for individuals based on exceptional circumstances

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

First Offense – No charge

Each Offense Thereafter – \$15.00 Impound fee plus \$10.00 per day.

Revenue will be general receipted into Current Expense.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF ESTABLISHING AN IMPOUND FEE FOR ANY IMPOUNDED
DOG BEING REDEEMED BY THE OWNER OR AUTHORIZED REPRESENTATIVE
OF THE OWNER

WHEREAS, per Resolution 11-128, Benton County created an ordinance (Ordinance 483)
relating to animal control which added a new chapter to Title 2 of the Benton County Code; and

WHEREAS, per Section 6. Redemption of Impounded Dogs of Ordinance 483, requires the
impound fee be set by Resolution; and

WHEREAS, the Benton County Animal Control Manager recommends establishing the
following impound fees:

First Offense – No charge

Each Offense Thereafter – \$15.00 Impound fee plus \$10.00 per day

NOW, THEREFORE, BE IT RESOLVED, the Board of Benton County Commissioners,
Benton County, Washington hereby concurs with the Benton County Animal Control Manager's
recommendation and establishes the following impound fees: First Offense – No charge; Each
Offense Thereafter – \$15.00 impound fee plus \$10.00 per day; and

BE IT FURTHER RESOLVED, the Board grants the Benton County Animal Control Manager
the ability to reduce the impound fees for individuals based on exceptional circumstances.

Dated this _____ day of _____ 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12/13/11</u>	Execute Contract _____	Consent Agenda <u> x </u>
Subject: <u>Election Printer</u>	Pass Resolution <u> x </u>	Public Hearing _____
Prepared by: <u>S Holmes</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>S Holmes</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The State of Washington entered into a multi-state contract #06907 for mail processing equipment, accessories, services, and supplies.

Neopost is an approved vendor per State Contract #06907

SUMMARY

In preparation for the 2012 Presidential Election it is necessary that the Auditor’s Office lease a new address printer in order to meet the ballot mailing deadlines with the increasing amount of registered voters.

RECOMMENDATION

Chairman of the Board sign the attached Equipment Lease Agreement and authorize the Auditor to sign as the “Eligible Entity” when said address printer and software are received.

FISCAL IMPACT

60 month lease-

\$453.80 for first 12 months

\$503.80 for remaining 48 Month

Total lease amount \$29,628.00

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE LEASE AGREEMENT WITH NEOPOST,

WHEREAS, the Benton County Auditor's Office wishes to enter into equipment lease agreements based off the State Contract #06907 for postage meters, scales and folder/inserter; and

WHEREAS, Neopost is an approved vendor per State Contract #06907; NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the Auditor's and Election Supervisor's recommendation and hereby authorizes the lease payments for 60 months from the time the equipment lease agreements are signed by the "Eligible Entity" not to exceed \$29,628.00 including WSST; and

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Chairman of the Board to sign the attached Equipment Lease Agreements providing for one (1) envelope printer and related software for the Benton County Auditor's Office; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Benton County Auditor to sign as "Eligible Entity" when said items are received.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board



**OFF22 Multi-State Postage and Mail Processing Equipment, Accessories, Services and Supplies
Equipment Confirmation Form**

This form **must** be used and attached to each equipment **lease, purchase, service or rental** encumbrance document to confirm the selection of equipment covered under the Statewide Contract Number OFF22 on file at OSD. All of the terms and conditions of the Statewide Contract, OFF22 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form, which conflict with the terms of the OFF22 Statewide Contract shall be considered to be superseded and void unless contained in the Participating Addendum reference below. Eligible Entities are only required to sign this confirmation form. This form is **optional** for all supply **purchases**.

Purchase Order/Encumbrance Number: 06907 (the Participating Addendum between Washington State and Contractor is also incorporated by reference)

Fiscal Year: 2011 **Resolution Number:** ###

Eligible Entity: Benton County Auditor	Contractor Lease Name: Neopost Leasing	
Contact Person: Stuart Holmes	Contractor Purchase, Service or Meter Head Name:	
Phone: (509) 786-5618 E-Mail: stuart.holmes@co.benton.wa.us Fax: (509) 786-5528	Contact Person: Stacey Graham Phone: 713-690-0635 E-Mail: s.graham@neopost.com Fax: 832-553-7337	
Entity Billing Address: Benton County Auditor 620 Market St Prosser WA 99350 Contact: Stuart Holmes Phone: (509) 786-5618	Contractor Lease Remit Address: PO BOX 45822 San Francisco CA 94145	Contractor Purchase, Service or Meter Head Remit Address:
Delivery Address: (If different from Billing Address Above) (Multiple Address and Contact Information Entity must attached the appropriate information to the form) Benton County Auditor PO BOX 470 Prosser WA 99350 Contact: Stuart Holmes Phone: (509) 786-5618	Lease FEIN/Vendor Code Number #	Purchase, Service or Meter Head FEIN/Vendor Code Number #
Check off the applicable box for equipment type and Maintenance Plan and number of years after warranty period: <input checked="" type="checkbox"/> New Equipment Service Term after Warranty Period; <input checked="" type="checkbox"/> Warranty <input checked="" type="checkbox"/> 2nd Year <input checked="" type="checkbox"/> 3rd Year <input checked="" type="checkbox"/> 4th Year <input checked="" type="checkbox"/> 5th Year <input checked="" type="checkbox"/> 4 Hour <input type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> Plan A Yearly Service with applicable response time <input type="checkbox"/> 4 Hour <input checked="" type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> New B Time and Material with applicable response time <input type="checkbox"/> 4 Hour <input type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour	Check off the applicable box for equipment sub-category: <input checked="" type="checkbox"/> Category 1 <input type="checkbox"/> 2A <input type="checkbox"/> 2B <input type="checkbox"/> 2C <input type="checkbox"/> 2D <input type="checkbox"/> 2E <input type="checkbox"/> 2F <input type="checkbox"/> 2G <input type="checkbox"/> 2H Purchase, Lease and Service Billing Options: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly Service Plan A <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly	

NOTE: Contractors are required to include one (1) month worth of complete supplies necessary to operate each piece of equipment based upon the monthly volumes indicated within the OFF22 terms and conditions upon installation and training.

Equipment Model Number	Equipment/Accessory Description (E.G. Digital Postage Equipment)	Quantity	Purchase Price Or Monthly Lease Or Rental Equipment Cost	Number Of Lease Or Rental Months	Trade-In Value	Net Total Lease, Purchase Or Rental Equipment Costs	Service Plan Selected With Applicable Net Rate Per Unit/Each	Net Total Cost For Service
AS-950L-5	Address Printer	1	\$345.10	60		345.10	\$50.00	\$50.00
USBLON-Pro-Re	Satori BM	5	\$108.70	60		108.70		
Totals								
GRAND TOTAL							\$503.80 (per month)	

Special Instructions/Additional Information (e.g. equipment model traded, software license information, lease document information for contractor tracking purposes only, supplies exchanged):

Eligible Entity and Contractor signatures below acknowledge ONLY that the equipment order has been placed pending delivery, installation, start-up supplies and training.

ELIGIBLE ENTITY:

X: _____
(Signature)

NAME: _____
(Print)

TITLE: Benton County Commissioner

DATE: _____

CONTRACTOR:

X _____
(Signature)

NAME: _____
(Print)

TITLE: _____ President

DATE: _____

Eligible Entity and Contractor signatures below acknowledge completion of the four (4) items below to the Eligible Entities satisfaction in addition to the payment start and termination dates.

Eligible Entity must check off all four (4) items below acknowledging completion prior to final approval.

- 1) Equipment delivered undamaged from the Contractor.
- 2) Received one (1) complete set of supplies based upon the monthly volumes within the OFF22 terms and conditions.
- 3) Equipment is installed and operational.
- 4) Received initial satisfactory training from the Contractor.

Lease, Rental or Purchase payment terms do not begin until the appropriate items above have been approved by the Eligible Entity.

Payment Start Date of this Lease, Purchase or Rental Agreement: Month _____ Day _____ Year _____	Payment Termination Date of this Lease, Purchase or Rental Agreement Month _____ Day _____ Year _____
--	---

ELIGIBLE ENTITY:

X: _____
(Signature)

NAME: _____
(Print)

TITLE: Benton County Auditor

DATE: _____

CONTRACTOR:

X: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

DATE: _____

Form Revision Date: December 6, 2011

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	13-December-2011	Execute Contract	_____
Subject:	Selecting Vendor for SAN Expansion Upgrade	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

As noted in the information supplied as part of the 2011-2016 Capital Improvement Plan, the demand for network storage is being driven by the increasing use of document imaging and audio/video files. Resolution 11-715 authorized Central Services to publish an RFP for expanding the Storage Area Networks (SAN) to 48 TB by adding another 32 TB module. The manufacturer of the equipment, Dell EqualLogic, no longer makes a 32 TB module, so the response to the RFP proposed a 48 TB solution using a model that is a successor to the 32 TB option. The RFP specifications allowed for this possibility.

As noted when permission was granted to publish the RFP, increasing the storage capacity of the SAN was also an item recommended in the Information Technology Strategic Plan developed by PTI. It is discussed under "Goal 5: Robust Technical Infrastructure": Stabilize server environment (p. 58) and Standardize backup procedures and technology (p. 60). An expansion to the SAN capacity is a project in the 2011-16 Capital Improvement Plan (p. 22).

The estimate in the Capital Improvement Plan indicated a cost of \$62,100. This estimate was based on pricing for the smaller capacity, discontinued module. The cost as proposed is about 20% higher, but it is buying 50% more storage.

SUMMARY

The attached resolution authorizes Central Services to purchase a Dell EqualLogic PS6100E with 48 TB of storage from Extend Networks for the purpose of expanding the county SAN. It also puts the new equipment in the Computer Replacement Fund. The expansion is expected to provide for county storage growth over the next five years.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

The Capital Improvement Fund would be the source of up to \$72,000 plus sales tax for the purchase of the hardware. The future Replacement Fund Assessments (final hardware costs divided by five years) for this equipment will be included in the network infrastructure expenses charged back to the departments using the storage.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXPANSION OF DELL EQUALLOGIC STORAGE AREA NETWORK.

WHEREAS, resolution 11-715 authorized Central Services to publish a Request for Proposal (RFP) for expanding the county storage area network (SAN); and

WHEREAS, RCW 39.04.270 provides procedures for acquiring electronic data processing systems and an RFP was published on 16-November-2011 in accordance with these procedures including sending the request to five authorized resellers; and

WHEREAS, Extend Networks of Bellevue, WA, responded with the lowest quote as indicated in Exhibit "A"; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase a Dell EqualLogic PS6100E with 48 TB of storage from Extend Networks for the amount of \$69,204 plus Washington sales tax; and

BE IT FURTHER RESOLVED, that the total purchase with this award is not to exceed \$72,000 plus Washington sales tax and is to be made from the Capital Improvement Fund; and

BE IT FURTHER RESOLVED, that in accordance with the Benton County Computer Replacement Policies and Procedures 3.1 (Resolution 11-664), the equipment purchased be included as part of the Computer Replacement Fund.

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

Exhibit "A"

IN THE MATTER EXPANSION OF DELL EQUALLOGIC STORAGE AREA NETWORK.

VENDOR	ADDRESS	QUOTE
Bluehawk Networks		No response
Extend Networks	600 108 th Ave NE, Suite 1020 Bellevue WA 98004	\$69,203.64
GCSIT		Declined
Mosaic Technology	11911 NE 1 st Street, Suite B-304 Bellevue WA 98005	\$72,083.00
Preston Data Solutions		No response

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	Type of Action			
MEETING DATE: <u>December 13, 2011</u>	Execute Contract	_____	CONSENT AGENDA	<u>X</u>
SUBJECT: <u>Trial Court Improvement Fund Expenditure Request</u>	Pass Resolution	<u>X</u>	PUBLIC HEARING	_____
	Pass Ordinance	_____	1 ST DISCUSSION	_____
	Pass Motion	_____	2 ND DISCUSSION	_____
Prepared By: <u>Josie Delvin</u>	Other	_____	OTHER	_____
Reviewed By: <u>L. Smith-Kelty</u>	Approve for Hearing	_____		_____

BACKGROUND INFORMATION

The Trial Court Improvement Committee is presenting an additional expenditure to the 2011-2012 planned expenditure request approved and recommended by the Trial Court Improvement Committee. Please see attached letter.

SUMMARY

RECOMMENDATION

Recommend approval of expenditure and resolution.

FISCAL IMPACT

None – expenditures paid through the trial court improvement monies. Trial Court Improvement has a budget of \$240,000 for 2011-2012.

MOTION

Move to approve the recommended expenditures from the Trial Court Improvement Funds and Resolution No. _____ in the matter of authorizing purchases as identified on the letter from the Trial Court Improvement Fund Committee for expenditures totaling \$18,827.00, utilizing funds from the Benton County Trial Court Improvement Fund.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED ON THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR ADDITIONAL EXPENDITURES FOR 2011 AND 2012 TOTALING \$18,827.00.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for additional expenditures for 2011 and 2012 totaling \$18,827.00; and

WHEREAS, Benton County District Court, Superior Court and the County Clerk desire to fund the annual support and license for the jury software program identified on the attached letter; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and deems this to be in the best interest of the County;

NOW THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for additional expenditures totaling \$18,827.00, utilizing funds from the Trial Court Improvement Fund, 0156-101.

Dated this _____ day of _____, 2011

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest: _____
Clerk of the Board

ATTACHMENT "A"
Benton County Trial Court Improvement Committee

Judge Terry Tanner
Judge Cameron Mitchell
Clerk Josie Delvin
District Court Administrator Jackie Lahtinen
Superior Court Administrator Pat Austin

November 29, 2011

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

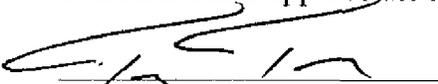
Re: Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

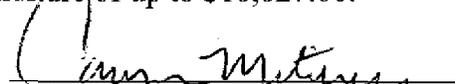
The Trial Court Improvement Committee has reviewed and approved the following additional 2011-2012 expenditure request and agrees the expenditure is in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

1) Additional cost related to jury program annual support that was not budgeted for in 2011.	\$ 18,827.00
Grand Total of 2011/2012 TCI expenditures including additional costs:	\$230,642.00
Funds budgeted under the 2011/2012 TCI Budget:	\$240,000.00
TCI Revenue <u>currently</u> available as of 10/31/11:	\$215,458.85

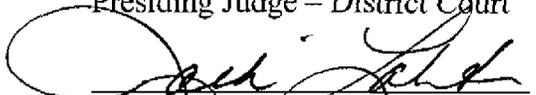
The Trial Court Improvement Committee recommends the Board of County Commissioners approve the additional expenditure of up to \$18,827.00.



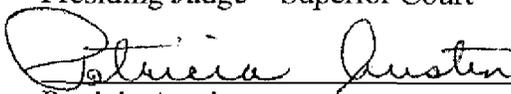
Judge Terry Tanner
Presiding Judge – District Court



Judge Cameron Mitchell
Presiding Judge – Superior Court



Jackie Lahtinen
District Court Administrator



Patricia Austin
Superior Court Administrator



Josie Delvin
Benton County Clerk

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12-13-11</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Defining and adopting all county funds</u>	Pass Resolution	<u> x </u>	Public Hearing
		Pass Ordinance	_____	1st Discussion
Prepared by:	<u>K. Mercer</u>	Pass Motion	_____	2nd Discussion
Reviewed by:		Other	_____	Other

BACKGROUND / SUMMARY INFORMATION

The Governmental Accounting Standards Board (GASB) has issued GASB #54, which substantially changes how fund balances are categorized and how financial statements are to be presented. In order to prevent the County from having to consolidate funds into the General Fund, all governmental funds not otherwise restricted by an outside source such as state law, contract, or grant, must be committed by the County legislative authority. It is in the best interest of the County to have all County Funds listed in one resolution.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Zero

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DEFINING AND ADOPTING ALL COUNTY FUNDS FOR GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NUMBER 54 (GASB 54)

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

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

WHEREAS, it is in the interest of the County to have all county funds listed in a common resolution for the County;

NOW, THEREFORE, BE IT HEREBY RESOLVED the following funds be defined, organized and committed to purposes described as follows:

<u>Fund #</u>	<u>Fund Title</u>	<u>Fund Description</u>
0000.101	General Fund (Current Expense)	Use of revenue is generally unassigned and may be used for Benton County's general expenses per RCW 36.33.010
Special Revenue Funds		
0101.101	County Road	Use of revenue is restricted per RCW 36.82.010
0101.102	County Road Improvement Match	Use of revenue is committed to obtaining funding through state and federal highway programs to alleviate funding shortfalls
0103.101	Flood Control	Use of revenue is restricted per RCW 86.12.200
0104.101	Veteran's Assistance	Use of revenue is restricted per RCW 73.08.080
0106.101	Auditor's O & M	Use of revenue is restricted per RCW 36.22.170
0108.101	Human Services	Use of revenue is restricted per RCW 36.33.020
0109.101	Treasurer's Investment Pool	Use of revenue is restricted per RCW 36.29.024 and RCW 36.29.020
0110.102	Park Development	Use of revenue is restricted per RCW 36.33.020
0111.101	Election Reserve	Use of revenue is committed to elections purposes as defined in RCW 36.33.200

0112.101	Treasurer's O & M	Use of revenue is restricted per RCW 84.56.020(9)
0114.101	Path & Trails Reserve	Use of revenue is restricted per RCW 47.30.050
0115.101	Benton-Franklin Juvenile Center	Use of revenue is committed to providing justice, detention and treatment services for juveniles
0116.101	Inmate Benevolence	Use of revenue is restricted per WAC 289-22-200
0117.101	Juvenile Kitchen	Use of revenue is committed to repair and replacement costs for the Juvenile Detention Kitchen
0120.101	Crime Victim Compensation	Use of revenue is restricted per RCW 7.68.035
0123.101	Fairgrounds Improvements	Use of revenue is committed to capital improvements for the Fairgrounds
0124.101	Fairgrounds Operating Budget	Use of revenue is committed to the operations and maintenance of the Benton County Fairgrounds
0126.101	Sheriffs Investigative	Use of revenue is committed to special investigative work of the Sheriff's Department
0127.101	Canine and Boat Patrol	Use of revenue is committed to maintaining the Sheriff's canine and boat patrol programs
0129.101	REET Technology	Use of revenue is restricted per RCW 82.45.180
0130.101	¼ Percent Real Estate Excise Tax	Use of revenue is restricted per RCW 82.46.035
0131.101	Probation Assessment	Use of revenue is committed to probation counseling in District Court
0132.101	Central Svcs Computer Replacement	Use of revenue is committed to replacement of computer equipment
0133.101	1/10 Percent Criminal Justice	Use of revenue is restricted per RCW 82.14.340
0134.101	Noxious Weed Control	Use of revenue is restricted per RCW 17.10.240
0135.101	Sustainable Development	Use of revenue is restricted per Agreement between Benton County and the Washington State Department of Ecology
0136.101	Courthouse Facilitator	Use of revenue is restricted per RCW 26.12.240
0138.101	Family Services	Use of revenue is restricted per RCW 26.12.220
0140.101	Family Services – Superior Court	Use of revenue is restricted per RCW 26.12.175(2)(b)
0142.101	Jail Depreciation Reserve	Use of revenue is restricted per Agreement between Benton County and the Cities of Richland, Prosser, West Richland and Kennewick
0143.101	Distressed Area Capital	Use of revenue is restricted per RCW 82.14.370

0144.101	Rural County Capital	Use of revenue is restricted per RCW 82.14.370
0146.101	Clerk's Collection	Use of revenue is restricted per RCW 36.18.020
0149.101	Protective Inspection Services	Use of revenue is committed to the operations and maintenance of the Building Department providing tracking and collection of building permits and inspection services
0150.101	Pest Board	Use of revenue is restricted per RCW 15.09.131 and RCW 17.34.010
0151.101	Work Crew Replacement	Use of revenue is committed to purchasing replacement vehicles for the work crew program
0152.101	State Housing	Use of revenue is restricted per RCW 36.22.178(1)
0153.101	VIT Impact	Use of revenue is committed to accommodating the impact of labor force changes during the construction of the vitrification plant
0154.101	Homeless Housing & Assistance	Use of revenue is restricted per RCW 36.22.179 and RCW 43.185C
0155.101	Solid Waste Collection	Use of revenue is committed to assisting the planning and administration of solid waste management plans
0156.101	Trial Court Improvement	Use of revenue is restricted per RCW 3.58.060
0157.101	Historical Document Preservation	Use of revenue is restricted per RCW 36.22.170 (1)(a)
0158.101	Domestic Violence Assessment	Use of revenue is restricted per RCW 10.99.080

Debt Service Funds

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

0299.101 Justice Center Bond Use of revenue is committed to pay principal and interest on General Obligation Bonds issued to cover costs of design, construction and furnishing of the Justice Center and Jail expansions

Capital Project Funds

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

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

Internal Service Funds

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

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

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

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

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

Dated this day of , 20 . . .

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>12-13-11</u>	Execute Contract	_____
Subject:	<u>Budget Policy</u>	Pass Resolution	<u> x </u>
	<u>Revision</u>	Pass Ordinance	_____
Prepared by:	<u>K. Mercer</u>	Pass Motion	_____
Reviewed by:	<u>Loretta</u>	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND / SUMMARY INFORMATION

On October 25, 2011, the Board of Benton County Commissioners updated the Budget Policy to include policies and procedures for biennium budgeting and other minor adjustments via Resolution 11-664. The Governmental Accounting Standards Board (GASB) has issued GASB #54, which substantially changes how fund balances are categorized and how financial statements are to be presented. The Budget Policy has been updated in order to comply with the requirements imposed by GASB #54. Here is a brief synopsis of the changes to the Budget Policy.

1. Section III B. Fund Balance Policy in Accordance with GASB #54 starting on page 6. This is a new section.
2. Section III C. Minimum Fund Balance (second paragraph under Current Expense on page 10) was modified to include the appropriate level of unassigned fund balance to be maintained in the general fund and a policy for replenishing deficiencies.
3. Section III D. Obligated Funds on page 11 - A brief description was added so people don't think that these are Benton County's only obligated funds.
4. Section II C. Budget Maintenance – A process for coding corrections was added.

The Auditor's Office has reviewed all of the new sections and has approved. I am available if you would like additional information or explanation on GASB #54.

RECOMMENDATION

Adopt the new Budget Policies and Procedures and rescind Resolution 11-664.

FISCAL IMPACT

Zero

MOTION

Adopt the new Budget Policies and Procedures and rescind Resolution 11-664.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF BUDGET POLICIES – RESCINDING RESOLUTION 11-664 AND ADOPTING A NEW BUDGET POLICY

WHEREAS, the Board of Benton County Commissioners desires to update the Budget Policy in order to comply with the Governmental Accounting Standards Board (GASB) #54; **NOW THEREFORE**

BE IT RESOLVED, by the Board of County Commissioners that the attached Benton County Budget Policies and Procedures is hereby adopted; and

BE IT FURTHER RESOLVED, Resolution 11-664 is hereby rescinded.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

BENTON COUNTY
WASHINGTON

BUDGET POLICIES
AND PROCEDURES

Updated December 2011

Board of County Commissioners

James Beaver
Leo Bowman
Shon Small

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 - B. Budget Hearings
 - C. Final Budget Adoption

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 - A. Mid-Biennium Review and Supplemental Appropriation Requests
 - B. Processing Procedure
 - C. Budget Maintenance

- III. OTHER POLICES
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 - B. Fund Balance Policy In Accordance With GASB #54
 - C. Minimum Fund Balances
 - D. Obligated Funds
 - E. Capital

- IV. ATTACHMENTS
 - 1. Capital Policies And Procedures
 - 2. Computer Replacement Policies And Procedures
 - 3. Supplement Transmittal Form (Example)
 - 4. Supplement Transmittal Form

I. BIENNIAL BUDGET ADOPTION

Under RCW Chapter 36.40 (Budget), specific guidelines detail each step of the budget process. This Chapter will be used primarily as a guide to the biennial budget process from the preliminary estimate stage through final adoption.

RCW 36.40.71 allows the Board of County Commissioners (BOCC) the flexibility, through resolution, to establish alternate dates for each step of the budget process. The BOCC opts to implement this alternate date provision using the following general format:

A. Preliminary Budget

The BOCC will pass a resolution that details the alternate dates to be used for each step of the budget process.

The BOCC Chairman may deliver a letter to the County Auditor that details the method of budget (Baseline, O-Base, etc.), and any other specific issues that relate to the upcoming budget process. The letter should go to the Auditor at least two weeks prior to the date the BOCC would like the “budget call” letter sent to the other elected officials and department managers. The “budget call” letter will outline any budget instruction changes from the previous biennial budget.

Each elected official and department manager will be responsible for the timely preparation of their own budget request and those budgets that are under their responsibility.

Each elected official and department manager will be responsible for providing updated information for the GFOA Distinguished Award document, which will include but not be limited to the department’s prior year(s) notable results, key issues, future goals, objectives, and statistical information (prior year actuals and estimated projections). The information will be included with each department’s completed budget request and shall be returned to the County Auditor’s Office where the information will be compiled into the preliminary budget. The County Auditor will then deliver this document to the BOCC on or before the date specified by resolution.

B. Budget Hearings

The BOCC may allocate times for each elected official and department manager to address their budget requests. Those requests may include additional staff, new programs, capital, or computers.

Upon completion of these meetings, the BOCC will be charged with making any changes to the budget requests presented. Upon deliberation by the BOCC, both the final draft and approved budgets will be placed for open inspection by the public at the Prosser Courthouse, Kennewick Justice Center, and on the Benton County Internet/Intranet website.

C. Final Budget Adoption

A notice of public hearing shall be published once each week for two consecutive weeks in the official newspaper of the county. The public will be allowed to express opinions for or against the final budget at the public hearing. Upon completion of the public hearing, the BOCC must then adopt the final budget by resolution and forward a copy to the State Auditor. The BOCC must certify taxes pursuant to RCW 84.52.070 by November 30 of each year, whereas the biennium budget must be adopted before December 31 on even ending years.

II. BUDGET ADMINISTRATION

A. Mid-Biennium Review and Supplemental Appropriation Requests

With the implementation of a biennial budget; the mid-biennium review and supplemental appropriation requests to the approved budget should only be done under the following circumstances:

- An unforeseen situation occurs which puts the safety and welfare of the citizens of Benton County at risk.
- An unforeseen situation occurs which hinders the ability of a department to fulfill a statutory obligation imposed upon a department manager or elected official.

- A labor contract settlement, legal settlement, or other judgment that exceeds those amounts currently available within their current budget.
- An unforeseen revenue source that has associated expenditures such as grants.
- Operating transfers regarding prior year cash carry forwards (see Section III. B. under Current Expense (General Fund) 0000-101.) will only be done at the start of the next biennium budget cycle.

It is the intention of the BOCC to limit the number of public hearings for supplemental appropriation requests. If possible, line item transfers should be utilized throughout the year in order to address any supplement requests.

B. Processing Procedure

The below process for mid-biennium review and supplemental appropriation requests should be followed:

The requests should be electronically submitted on an approved form (attachment 4) by a date established by the Commissioners' Office to the Finance Manager and Commissioners' Office. Requests shall include all revenue and expenditure codes and a detailed explanation. This detailed explanation shall include any communication between the department and the Commissioners' Office and the financial analysis listing the expenditure impact and or potential revenue sources, if applicable.

The requests may be combined into two summary sheets, one for expenditures and one for revenues and delivered to the County Administrator for review.

After the County Administrator's review and approval, a notice of the public hearing will be published once each week for two consecutive weeks in the official newspaper of the county. The public will be allowed to express opinions for or against the requests at the public hearing.

Upon completion of the public hearing, the BOCC must determine which requests will be approved and then adopt the final requests by resolution.

C. Budget Maintenance

Board approval is required for all line item transfers except transfers between 3000's supplies (3501 excluded) and 4000's other services and charges.

Board approval is required for all coding corrections between funds. For example, a coding correction between Current Expense and Park Development would require Board approval. Coding corrections within the same fund will be allowed without Board approval. For example, a coding correction within Current Expense.

III. OTHER POLICIES

A. Road Fund Levies

Per RCW 36.82.040, all funds accruing from the "general tax levy for road funds" shall be deposited into the County Road Fund, except that revenue diverted under RCW 36.33.220 shall be placed in a separate and identifiable account within the County Current Expense Fund.

At this time, the BOCC diverts road funds to the Sheriff's Department for the purpose of traffic enforcement on county roadways. These funds are deposited into the County Current Expense Fund and are accounted for in the Sheriff's Traffic Control Department 125, a separate department.

At the end of each year the County Sheriff, County Auditor, and the BOCC Chairman are required to sign a Certification of Road Fund Expenditures for Traffic Law Enforcement, which will include the amount of diverted road tax revenue produced for the prior year compared to the total Traffic Law Enforcement expenditures for the prior year. For example, in 2010 an analysis will be done on the diverted road tax revenue and Traffic Law Enforcement expenditures for 2009. If the diverted road tax revenue is greater than the Traffic

Law Enforcement expenditures, the difference will be refunded to the County Road Fund (0101-101). If the Traffic Law Enforcement expenditures are greater than the diverted road tax revenue, no action is required.

B. Fund Balance Policy in Accordance with GASB #54

Background:

The Governmental Accounting Standards Board (GASB) issued *GASB #54 Fund Balance Reporting and Governmental Fund Type Definitions* (GASB #54). The statement substantially changes how fund balances are categorized.

Fund Balance Classifications: Pre-GASB #54 and Post-GASB #54:

Pre-GASB 54	Post-GASB 54	Examples
Reserved	Nonspendable	Inventories, prepaid items, long-term loans and notes receivable, non-financial assets held for resale, endowment principal, or revolving loan fund capital.
	Restricted	Limitations imposed by external parties, the County's own constitution or charter provisions, or enabled through State and Federal legislation, contracts, or grants.
	Committed	Constraints imposed by the BOCC through resolutions, policies, contracts, or ordinances.
Unreserved	Assigned	Resources intended for a purpose established by the BOCC, a committee or a designee in accordance with a policy established by the Board.
	Unassigned	Any resources not assigned to nonspendable, restricted, committed, or assigned (General Fund only).

Purpose:

To comply with the requirements imposed by GASB #54 and to provide guidelines during the preparation of any published financial statements prepared by Benton County.

Fund Balance Reporting in Governmental Funds:

Fund balance will be reported in governmental funds under the following categories using the definitions provided by GASB #54:

Nonspendable Fund Balance – inherently nonspendable

Includes assets that will never convert to cash, will not convert to cash soon enough to affect the current period, or resources that must be maintained intact pursuant to legal or contractual requirements.

Restricted Fund Balance – externally enforceable limitations on use

Includes resources that are subject to externally enforceable legal restrictions by creditors, grantors, contributors, or other governments, a government's own constitution or charter, or revenues raised upon a condition that it be used for a particular purpose. Also included are nonspendable resources that are eventually collected and are subject to an externally enforceable restriction and contingency or rainy day funds.

Committed Fund Balance – self-imposed limitations

Includes resources that are subject to specific purposes through the formal action of the government's highest level of decision-making authority. A majority vote is required to approve or remove a commitment and must be imposed no later than the close of a reporting period. Also included are nonspendable resources that are eventually collected and are subject to an internally enforceable commitment.

Assigned Fund Balance – limitations resulting from intended use

Includes resources that are used for specific purposes through the informal action of the government's highest level of decision-making authority, a committee, or an official designated for that purpose. The BOCC delegates the County Administrator or his/her designee the authority to assign resources that are used for specific purposes. Also included are nonspendable resources that are eventually collected and are subject to specific purposes. Also such assignments cannot exceed total fund balance less its nonspendable, restricted, and committed amounts.

Unassigned Fund Balance – residual net resources

Usually the General Fund will have net resources in excess of what can be properly classified.

Operational Guidelines:

The following guidelines address the classification and use of fund balance in governmental funds:

Classifying Fund Balance Amounts – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include nonspendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The General Fund may also include an unassigned amount.

Prioritization of Fund Balance Use – When an expenditure is incurred for purposes for which restricted, committed, assigned, and unassigned amounts are available, expenditures shall be reduced from the restricted fund balance, then from the committed fund balance, then from the assigned fund balance, and finally, the unassigned fund balance.

Appropriation of Unassigned Fund Balance – Appropriation from the unassigned fund balance shall require approval of the BOCC and shall be utilized for one-time expenditures, such as capital purchases. Unassigned fund balance shall not be used for ongoing expenditures. The BOCC may appropriate unassigned fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum as set forth in Section III C. Minimum Fund Balances.

C. Minimum Fund Balances

In order to assure sufficient reserves are available to meet the respective operational needs during low revenue periods within a budget cycle, the BOCC may require the following county funds to

maintain a minimum fund balance at the close of or during any given fiscal year:

Current Expense (General Fund) 0000-101

After year end close out, the BOCC may utilize the County's portion of net income from Out-of-County Jail Contracts to fund the Gang Task Force 0000101.121.00000.521.231.etc. The BOCC may at anytime re-evaluate priorities or change the county strategic plan direction.

In order to meet operational needs, the County shall maintain a minimum unassigned fund balance range of 10% – 13% of the current year's (in the case of a biennium budget only one year) General Fund appropriated expenditures. The BOCC considers a balance of less than 10% to be cause for concern. In the event the minimum unassigned fund balance drops below this threshold, the BOCC will pursue variations of increasing revenues and decreasing expenditures, or a combination of both in subsequent fiscal years to restore the balance. If the restoration of the minimum unassigned fund balance cannot be accomplished within three years, without causing severe hardship to Benton County, then the BOCC shall establish an extended timeline for attaining the minimum unassigned fund balance.

Any prior year cash carry forward that would bring the General Fund in excess of the 13% of the current year's operating budget, may be transferred to the following funds:

- Park Development Fund 0110-102 beginning year balance may be brought up to \$500,000;

The remaining excess transferable amount may be split between

- 87.5% to the Capital Projects Fund 0305-101;
- 12.5% to the Fairgrounds Operating and Maintenance Fund 0124-101.

However the Fairgrounds Operating and Maintenance Fund 0124-101 beginning year balance may be capped at \$500,000. If so, any remaining excess transferable amount may be split, at the discretion of

the BOCC, between the Capital Projects Fund 0305-101 and or the Sustainable Development Fund 0135-101.

Capital Projects (0305-101)

At all times a fund balance of at least \$500,000 should be maintained as assigned in the event a major capital improvement should be required which has not been appropriated for during the current budget cycle.

- Payment In Lieu of Taxes (PILT) Department of Energy funds will be general receipted and dedicated for the purpose for which this fund (0305-101) was created per Resolution 02-668.
- Low-Level Waste Surcharge funds will be general receipted and dedicated for the purpose for which this fund (0305-101) was created per Resolution 02-668.

Central Services (0502-101)

In order to meet operations needs a minimum fund balance of at least \$250,000 should be maintained.

Election Reserve (0111-101)

In order to meet operations needs a minimum fund balance of at least \$500,000 should be maintained. If the fund balance should drop below \$500,000 at any given time during the year, an operating transfer to the fund, based on a report of actual expenditures from either the prior month or quarter, may be approved or authorized.

D. Obligated Funds

The list below is not a complete list of all of Benton County's obligated funds, but rather is a short list of specific obligated funds about which the BOCC would like to clarify additional information.

¼% Real Estate Excise Tax (0130-101)

Until 2031, each year up to \$250,000 will be allocated to repay outstanding bond obligations related to the construction of the Health Building per Resolution 06-390. In addition, any revenue collected above the annual \$250,000 may be used to fund other capital projects listed in the Capital Improvement Plan (CIP) and approved by the BOCC per Resolution 92-313.

1/10% CJ Jail Juvenile (0133-101)

Until 2021, each year up to \$500,000 will be allocated to repay outstanding bond obligations related to the construction of the Adult Jail and Juvenile Detention. In addition, any revenue collected above the annual \$500,000 may be used to fund the operation and maintenance of these facilities per Resolution 95-459 and Ordinance 269.

Rural County Capital Fund (0144-101)

Until 2023, each year all revenues are specifically pledged to repay outstanding bond obligations related to the construction of the Adult Jail and District Court Expansion pursuant to Resolutions 01-679 (Amended and Restated Debt Participation Agreement Jail and District Court Expansion) and 03-606 (Amended and Restated Bond Purchase Agreement).

Debt Service Funds (0298-101 and 0299-101)

At the discretion of the BOCC any funds received from unanticipated revenue sources or opportunities may be used to accelerate outstanding bond obligations. These funds shall be one-time, and/or windfall revenue expectations that are not anticipated as steady revenue source.

E. Capital

1. **Capitalization of General Fixed Assets**

Benton County has established a policy with regard to the capitalization of general fixed assets. (See Policy Attachment-1)

2. Computer Capital Replacement

Benton County currently has a policy for the purchase and replacement of computer capital. (See Policy Attachment-2)

ATTACHEMENT 1

BENTON COUNTY
CAPITAL POLICIES AND PROCEDURES

Prepared by the Benton County Commissioners' Office
Updated September 2011

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SECTION I. PURPOSE

To prescribe a policy for the definition, appropriation, and accounting of capital outlays in order to comply with disclosure set by GAAP (Generally Accepted Accounting Principles).

SECTION II. DEFINITIONS

2.1 Revenue Expenditures/Supplies

The charge to an expense account is based on the assumption that the benefits from the expenditures will be used up in the current period. A purchase may benefit several periods, but have a relatively low cost. Such items are theoretically capital expenditures, but since their costs are immaterial, they are classified as revenue expenditures.

2.2 Capital Expenditures/Fixed Assets

Real and personal property intended to be held or used longer than one year. This includes land and land rights; improvements and infrastructure; buildings, their furnishings, fixtures, and furniture; equipment, machinery, vehicles, and tools.

2.3 Capital Versus Revenue Expenditures

Expenditures to improve the efficiency or extend the asset life should be capitalized and charged to future periods. Improvements in efficiency should be charged to the asset account, and improvements extending the asset life should be charged to the accumulated depreciation account. The rationale is that improvements extending the asset life will need to be depreciated over an extended period of time, requiring revision of the depreciation schedule.

2.4 Infrastructure

Infrastructure refers to roads, bridges, sidewalks, water lines, sewers, drainage systems, lighting systems, and similar assets that are immovable and of value only to the government unit.

2.5 Proprietary Funds

A proprietary fund is used to account for governmental activities that are similar to activities that may be performed by a commercial enterprise.

2.6 High-Risk

A description given to items which are relatively valuable, small, easily transportable and adaptable and have a higher susceptibility to theft and other loss.

2.7 Depreciation

The method by which the cost of an asset is allocated over the useful life of the asset therefore the cost is matched with the productive output over the asset's life.

2.8 Tangible Property

Any physical or substantive property, literally, anything which can be touched, which has an intrinsic value because of its substance, origin, license, copyright, patent, and etc.

2.9 Improvements

Property or equipment which is an integral part of a larger item of property or equipment, the addition of which either increases the cost or the useful life of the larger item.

2.10 Original Cost/Historical Cost

The total original amount paid to a vendor or supplier for the item purchased.

2.11 Inventory

Tangible property or goods held for sale or consumption concurrent with the normal activity of a business or enterprise.

SECTION III. POLICY

3.1 Applicability

Capital outlay under this policy applies to the appropriation and expenditure of funds for capital assets, high-risk items, and improvements subject to the limits prescribed below. Capital leases will also be addressed in the following policies.

To qualify under capital outlay, the item must provide a predictable and tangible future benefit over a specified period of time.

For the purposes of this policy, capital outlay does not include inventory or infrastructure.

3.2 Budget

Capital outlay disbursements must be specifically appropriated in item and amount by the BOCC in the biennial budget process, or in a regular public hearing as an amendment to the biennial budget.

Substitutions of capital outlays for previously approved appropriations must be approved by the BOCC. Appropriations for capital outlay lapse at the end of each budget cycle, and must be specifically approved in the following year budget process.

3.3 Control

All disbursements for capital outlay shall be accounted for in accordance with the provisions of the most current State of Washington Budgeting, Accounting, and Reporting Systems (BARS) as prescribed by the State Auditor.

A serial number or parcel number will record all capital outlay expenditures in a separate fixed asset ledger.

The fixed asset ledger will be maintained by the Auditor's Accounting Department. Departments must notify the Auditor's Accounting Department each time a capital asset is acquired, transferred, sold, or otherwise modified.

At the beginning of each year, a physical inventory will be performed of all capital assets, improvements, and high-risk assets. The inventory will verify identifying characteristics, location, and condition.

The information contained in the fixed asset system will be compared to the physical inventory. Additions, deletions, and adjustments will be to the fixed assets control records as necessary. A summary of said additions, deletions, and adjustments will be provided to the BOCC.

3.4 Capital Leases

A lease agreement is classified as a capital lease when substantially all of the risks and benefits of ownership are assumed by the lessee. A capital lease is, for the most part, viewed as an installment purchase of property rather than the rental of property.

FASB-13 requires that a lease be capitalized if any one of the following four criteria is a characteristic of the lease transaction:

- a. Transfer of ownership to the lessee by the end of the lease term.
- b. A bargain purchase option is included in the lease. This is an option that allows the lessee, upon termination of the lease, to purchase the leased asset at a price significantly lower than the expected fair market value of the asset.
- c. The lease term is equal to 75% or more of the estimated economic life of the leased asset.
- d. The present value at the beginning of the lease term of minimum lease payments equals or exceeds 90% of the excess of the fair value of the leased property at the inception of the lease.

3.5 Depreciation

Except for lands and infrastructure, all capital assets with an original cost (per item) equal to or greater than \$5,000 must be depreciated. Scrap value can be ignored in establishing the amount to depreciate, unless it is expected to exceed 10% of the cost.

Depreciation must be based on a reasonable estimate (see Section IV. Asset Tables on pages 7 and 8) of expected useful life; that is number of years, miles, service hours, etc., that each department expects to use that asset in operations. The straight-line method of depreciation will be used for all assets based on useful life.

Depreciation expense should be recorded in the financial statements using depreciation accounting and reporting standards applicable to commercial enterprises.

3.6 Grants

Title to equipment and real property acquired under a grant is subject to the obligations and conditions set forth in the original contract. In most cases, proceeds from sale of the asset will be returned to the agency, which supplied the grant.

In order to simplify the grant process, a copy of each grant should be sent to the accounting department. Each asset purchased with grant money should be clearly marked in order to notify personnel upon disposal of each particular asset.

3.7 Dollar Limits

This policy applies to the following categories:

- a. Capital assets and improvements to capital assets with an original cost (per item) equal to or greater than \$5,000.
- b. Capital assets and improvements to capital assets with an original cost (per item) equal to or greater than \$5,000 will be tracked separately and depreciated to meet GASB 34 reporting requirements.
- c. Major component parts, of an existing fully depreciated asset, with an original cost (per item) equal to or greater than \$5,000. These component parts must extend the useful life of an asset, which will not function or has no value other than scrap. Example: a complete remodel of an existing structure would be capital; a repair of a leak in the roof would not.

- d. High risk items with an original cost (per item) greater than \$500 and less than \$5,000. (See Section IV for a list of assets that may fall into this category).
- e. The Benton County system of roads is public infrastructure assumed to have an infinite life and a maintenance program to assure its permanent usefulness. All improvements to the road system are to be capitalized, and all maintenance costs are to be expensed. Each road project will be evaluated if it is an improvement or maintenance. All improvements to the road system, including contributions from private parties (roads built by developers, local improvement district assets, etc.) are to be capitalized, regardless of dollar amount.

SECTION IV. ASSET TABLES

<u>ASSET</u>	<u>USEFUL LIFE</u>	<u>SALVAGE %</u>
Computers (do not tag keyboards or standard monitors). Printers, Scanners, and File Servers	4 years	5%
Automobiles, Light Trucks, Telephone, Equipment, Fax Machines, and Radio Equipment	5 years	5%
Heavy Duty Trucks, Light Road Equipment, Firearms, Cleaning and Maintenance Equipment	7 years	5%
Office Furniture, Heavy Road Equipment	10 years	5%
Buildings, Parking Lots, Major Improvements to Buildings	20 years	5%

High Risk Assets: These items are to be coded under the object line #3501 on the voucher and are expenses in the year of the purchase. They are to be tagged and reported to the County Auditor at the time of payment. No payment will be made on these items until an inventory number has been attached to the asset and reported to the County Auditor. These items must have a purchase price (including tax) of at least \$500 and no more than \$5,000. They are listed as follows:

Camera, Television, Video Camera, VCR, Cellular Phone, Portable Radio, Typewriter, Tape Recorder, Firearms, Stereo Equipment, Chain Saw, Power Tools, and any other asset which may fit the criteria for High Risk Assets in Section 2.6.

ATTACHMENT 2

BENTON COUNTY
COMPUTER REPLACEMENT POLICIES AND PROCEDURES

Prepared by the Benton County Commissioners' Office
Updated September 2011

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SECTION 1. PURPOSE

To prescribe a policy for the definition, appropriation, and accounting in the Computer Replacement Fund following generally accepted accounting principles (GAAP). The procedures addressed are in response to concerns over the methods used in charging computer replacement fees and the expenditures driving those fees. Today's voter is more critical of government spending and demands accurate disclosure of how funds are being spent. This policy will establish the detailed procedures necessary to comply with complex disclosure requirements.

SECTION II. DEFINITIONS

- 2.1 Accountability: The concept that governmental management must be held "publicly accountable" to user groups, providing sufficient information so that user groups can evaluate whether or not a unit is operating within the confines created by the law.
- 2.2 Accountant: One who keeps, audits, and inspects financial records and prepares financial reports.
- 2.3 Appropriation: A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes within a designated time frame.
- 2.4 Book Value: The purchase cost of an asset as shown by the books of the account decreased by accumulated depreciation.
- 2.5 Budgetary Control: The control or management of a government fund, in accordance with an approved budget, for the purpose of keeping expenditures within the limitations of available revenue.
- 2.6 Capital Outlay: Expenditures, which result in the acquisition of or addition to fixed assets as, defined in the Benton County Capitalization Policy.
- 2.7 Capital Program: A plan, for capital expenditures to be incurred over a fixed period of years, to meet capital needs arising from long-term work programs. It sets forth that each project or major expenditure requires a detailed estimate of its funding source. Programs, which extend into more than one budget period, should be evaluated to ensure accurate cost estimates are being followed.

- 2.8 Depreciation: The portion of the cost of a fixed asset, which is charged as an expense during a particular period may be based upon estimated useful life.
- 2.9 Financial Burden: An obligation to finance or provide financial support to a fund or organization.
- 2.10 Fixed Assets: Assets, which are acquired for use over an extended period of time, such as land and buildings.
- 2.11 Function: Related activities aimed at accomplishing a major service for which a fund is responsible.
- 2.12 Fund: A fiscal and accounting entity, which a self-balancing set of accounts for recording cash and other financial resources, established to carry out specific activities or attain certain objectives within its limitations.
- 2.13 Improvements: Additions to or acquisition of equipment that makes another asset more effective or efficient. These actions must add to the useful life of the asset and are bound by the Benton County Capitalization Policy.
- 2.14 Interfund Transactions: There are four kinds of transactions between funds. All exchanges that involve more than one fund will fall into one of the following categories.
- a. Loans: These include borrowing of cash or assets.
 - b. Reimbursements: These are repayments of expenditures, which belonged to another fund.
 - c. Residual Equity Transfers: The movement of capital for the purpose of establishing a new fund, increasing working capital or subsidizing operations.
 - d. Operating Transfers: This transaction is the equivalent of an operating subsidy. Their purpose is to support the normal level of operations in the recipient fund.

- 2.15 Internal Control: The plan of organization and the procedures and records used in approving transactions, safeguarding assets, and providing reliable financial records.
- 2.16 Inventory: A detailed list of quantities and descriptions of property, units of measure, and unit prices.
- 2.17 Maintenance: The routine upkeep of physical property that is done to ensure reliability.
- 2.18 Modified Accrual Basis of Accounting: The basis of accounting where revenues are recognized when they become measurable and available, and expenditures are recognized when the related liability is incurred.
- 2.19 Operating Expenses: Those expenses directly related to a fund's primary activities.
- 2.20 Operating Revenues: Those direct revenues, primarily user fees, related to a fund's primary activities.
- 2.21 Pay As You Go Basis: A financial policy where all capital outlays are financed through current revenues rather than by borrowing.
- 2.22 Perpetual Inventory: A system where inventory levels may be obtained directly from records without resorting to an actual physical count.
- 2.23 Pooled Assets: The grouping together of like assets for the purpose of setting a rate to charge users of the assets.
- 2.24 Unit Cost: A term used to denote the cost of producing a unit of product or rendering a unit of service.

SECTION III. POLICY

3.1 Applicability

This policy applies to the appropriation and expenditure of funds for all computer replacement. This policy will set guidelines from which all parties will be charged a replacement fee. It will also set guidelines for the parties responsible for the disbursement of such funds so that they will be consistent and fall within the guidelines set by GAAP.

Equipment that may be charged a replacement fee is limited to the following:

- a. Equipment budgeted in a department's object code 9305 or 9401 and purchased by Central Services through object code 594.180.6401 or 518.400.3507.
- b. Equipment purchased by Central Services for Central Services under object code 594.180.6409 or 518.400.3507.
- c. Equipment budgeted in object code 9305 or 9401 of the Replacement Fund and purchased by Central Services through object code 594.180.6408 or 518.400.3508.
- d. Equipment for which a residual equity transfer has been completed under the guidelines set forth in Section 3.5 of this policy.

Equipment purchased from other funds (i.e. Current Expense, Election Reserve, and etc.) that the Central Services Manager deems necessary to be included in the replacement charge. Such equipment should be authorized by Resolution.

Items that are left in service after they are replaced may be assessed an additional replacement fee and charged to the department.

3.2 Budget

The budget appropriation, for replacement of computer equipment, should be based upon an analysis by Central Services identifying the equipment that will qualify for replacement during the biennial budget.

3.3 Revenue Billing and Interest Revenue

Central Services will maintain the inventory and billing for the Computer Replacement fund. Each department with replacement equipment will be assessed a replacement fee which may be equal to the original purchase cost of each item divided by the Useful Life of the equipment. Since Benton County switched from an annual budget to a biennial budget, only the first year replacement fee is known and the second year replacement fee has to be estimated. The replacement fee may be broken down as follows: The first year will be based on actual expenditures from the previous July to June timeframe. For example, purchases made from July 1, 2009 through June 30, 2010 will be used for the 2011 replacement fee. The second year will be estimated with an adjustment being done during the mid-biennium review to account for actual expenditures from the previous July to June timeframe. In some cases the original purchase cost may be adjusted by the Central Services Manager to assure that sufficient funds are available in the future to replace the item in question with one of comparable functionality. The expense for this fee will be budgeted in each department's object code 9501. All computer and printer purchasing activity, done by purchase by Central Services will be routinely reported to the County Auditor as part of the purchasing process.

3.4 Inventory Control

A computer or printer is to remain in service in the department for which it was purchased until it is replaced or suffers an irreparable hardware failure. Central Services will make every reasonable effort to keep equipment in service while it is paying into the Replacement Fund. When an item is replaced, it may be left in service at the discretion of the department manager with the approval of the Central Services Manager. If the item is not left in service, it may be used by Central Services as a utility device, as a temporary substitute for a comparable item that is being repaired, as a temporary loaner, or as a source for replacement parts. Items that have been replaced and are still in service in some capacity may not be repaired if they cease to operate. When an item no longer has useful value for any county department, it is to be reported to the Benton County Auditor to be included as property declared surplus.

3.5 Residual Equity Transfer

All residual equity transfers must be done by the Benton County Board of Commissioners and reviewed by the County Auditor's Office.

3.6 Replacement

Only assets that have been part of the replacement-billing program are replaced. Any replacement funds in excess of what is required to replace the item will be applied as a credit to the future replacement fee paid by the department. The Benton County Board of Commissioners must, on a case-by-case basis approve all expenditures above the budgeted appropriation.

3.7 Replacement Upgrade

A replacement upgrade may be done under one of the following conditions:

- a. An item has paid into the fund for the period specified, however a more expensive item is required to meet the same functionality.
- b. An item has not paid into the fund for the prescribed period, but must be replaced with a newer item in order to meet requirements of a new or upgraded application.
- c. The replacement upgrade is the difference between the funds that have been paid into the Replacement Fund for the item and the amount required for the more expensive or new item. The Benton County Board of Commissioners must approve a replacement upgrade during the budget preparation, mid-biennium review, or supplemental process.

3.8 Capital Versus Maintenance

Computer software, maintenance, and training, will not be paid by the replacement fund. These costs have been added to the billing charge associated with fund 0502-101 (Central Services Fund).

The only exception to the above-mentioned restriction is when computer equipment is purchased with relevant software already included, for example, operating system, database server, or hardware management utility.

SECTION IV. BASIS FOR POLICY

4.1 Generally Accepted Accounting Principles

The rules for accounting, created by the American Institute of Certified Public Accountants (AICPA) provide a basis for assessing the financial condition and results of operations of a governmental unit. They are sovereign of the governments issuing the financial statements, and they form the generally accepted accounting principles (GAAP). GAAP is a technical accounting term that includes the rules, conventions, procedures, and practices necessary to define accepted accounting principles. These rules, conventions, procedures, and practices provide a standard by which to judge financial presentations.

4.2 Budgetary, Accounting, Reporting System

This system of accounting is consistent with the standard set forth by the governmental accounting standards board. All counties and cities and other local governmental units must use the chart of accounts and the procedures as prescribed by the State Auditor's Office, Division of Municipal Corporations (RCW 43.09.200).

4.3 Source Index

Budgetary Accounting, Reporting Systems, State of Washington Auditor's Office, 1985.

Governmental Accounting and Auditing Disclosure Manual. Afterman and Jones, 1993.

Governmental GAAP Guide, Larry Bailey, 1994.

Applying Governmental Accounting Principles, Mortimer Dittenhofer, 1993

Revised Code of Washington, 1993

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS
FOR THE YEAR 2012**

BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2012 effective January 1, 2012:

- CHAIRMAN OF THE BOARD James Beaver
- CHAIRMAN PRO-TEM.....Shon Small
- COUNTY ADMINISTRATORDavid Sparks
- CLERK OF THE BOARD Cami McKenzie
..... Marilu Flores, Alt.
- BENTON COUNTY ENGINEER Malcolm Bowie
- BENTON COUNTY PEST BOARD SUPERINTENDENTFrank Wolf
- BENTON COUNTY WSU EXTENSION DIRECTOR Marianne Ophardt
- BI-PIN Brian White
..... David Sparks, Alt.
- B-F REGIONAL REVOLVING LOAN FUND BOARD James Beaver
..... Leo Bowman, Alt.
- BEN FRANKLIN TRANSIT BOARD Leo Bowman
..... James Beaver, Alt.
- BENTON CITY CAPITAL FACILITIES AREA LIBRARY BOARD Leo Bowman
..... James Beaver
..... Shon Small
- BENTON CLEAN AIR AUTHORITY James Beaver
..... Leo Bowman, Alt.
- BENTON COUNTY FINANCE COMMITTEE (rotate w/chair) James Beaver
- BENTON COUNTY HISTORICAL PRESERVATION COOPERATIVE.....Duane Davidson
- BENTON COUNTY LEOFF DISABILITY BOARD.....Shon Small

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS James Beaver
.....Shon Small, Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD.....Leo Bowman

BENTON-FRANKLIN-WALLA WALLA GOOD ROADS ASSN.....Leo Bowman
..... James Beaver, Alt.

BI-COUNTY HEALTH BOARD.....Leo Bowman
..... Shon Small
..... James Beaver

CONSOLIDATED JUVENILE SVCS. BOARDShon Small

CREDIT (Columbia Regional Economic Development Trust)Leo Bowman

EMERGENCY SERVICES BOARDShon Small

ENERGY COMMUNITIES ALLIANCE..... James Beaver
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (RSN).....Shon Small
..... Edward Thornbrugh, Alt.

HANFORD ADVISORY BOARD Maynard Plahuta
..... Larry Lockrem, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE..... James Beaver

HOMELESS HOUSING Edward Thornbrugh

HUMAN SERVICES ADMINISTRATOR.....Edward Thornbrugh

METROShon Small
..... Loretta Smith Kelty, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo).....Leo Bowman

PARK BOARD (ex-officio)..... James Beaver
..... Leo Bowman, Alt.

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (PEDA) Shon Small (ex-officio)

SOLID WASTE ADVISORY COMMITTEE James Beaver
..... Leo Bowman, Alt.

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio)Leo Bowman

TRI-CITY VISITOR & CONVENTION BUREAU..... James Beaver

TRI-COUNTY METROPOLITAN TRANSPORTATION.....Leo Bowman
James Beaver, Alt.

TRIDEC..... James Beaver
Leo Bowman, Alt.

WASHINGTON COUNTIES INSURANCE FUND.....Shon Small
Melina Wenner, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES
BOARD OF DIRECTORSLeo Bowman

WASHINGTON STATE ASSOCIATION OF COUNTIES
LEGISLATIVE STEERING COMMITTEELeo Bowman

WASHINGTON STATE GOOD ROADS &
TRANSPORTATION ASSOCIATION..... James Beaver
Leo Bowman, Alt.

WEST RICHLAND AREA CHAMBER OF COMMERCE.....Leo Bowman

WORKFORCE DEVELOPMENT COUNCIL..... James Beaver
Shon Small, Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARDLeo Bowman

YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT Jim Beaver
Shon Small, Alt.

Dated at Prosser, Washington, this ____ day of December, 2011.

Chairman

ATTEST:

Chairman Pro-Tem

Clerk of the Board

Member

Constituting the Board of
Benton County Commissioners

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING CONTRIBUTION TO EMPLOYEE BENEFITS FOR THE YEAR 2012

WHEREAS, the Board of Benton County Commissioners has determined that the non-bargaining contribution to employee benefits will be adjusted for calendar year 2012; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has determined that the County’s monthly contribution for regular non-bargaining employees and elected officials eligible for benefits will increase from \$884.00 per month to \$944.00 per month effective January 1, 2012; and,

BE IT FURTHER RESOLVED, that it is mandatory that benefited eligible employees and elected officials be enrolled in the County’s medical, dental, vision and life (\$24,000.00) plans, to receive the monthly County contribution; and,

BE IT FURTHER RESOLVED, that any unused portion of the County contribution available above the mandated County’s medical, dental, vision and life plan premiums may be applied, at the employee’s option, to purchase of supplemental group insurance, dependent coverage or deposited into the employee’s VEBA account; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this resolution and this resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that this resolution is not intended nor shall it be interpreted as limiting or compromising the County’s “at will” employer status.

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 PROVIDING A NON-BARGAINING GENERAL INCREASE OF WAGES FOR THE YEAR 2012

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Non-Bargaining Salary Schedule by 2.0% effective January 1, 2012; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 2.0% to current regular Non-Bargaining employees, effective January 1, 2012, on the salary schedule developed for Non-Bargaining personnel attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that a listing of regular Non-Bargaining classifications have been set forth in resolutions and/or the 2011-12 approved County budget; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board without notification; and,

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2012 at the sole discretion of the Board, may be effective January 1, 2012 or any other date in 2012 for the Non-Bargaining employees or other labor units; and,

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

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

2012 SALARY SCHEDULE
BENTON COUNTY NON-BARGAINING
EXHIBIT A

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
27	7537	7688	7957	8236	8524	8822	9131	9451	9782
26	7178	7322	7578	7843	8118	8402	8696	9000	9315
25	6836	6973	7217	7470	7731	8002	8282	8572	8872
24	6511	6641	6873	7114	7363	7621	7888	8164	8450
23	6201	6325	6546	6775	7012	7257	7511	7774	8046
22	5905	6023	6234	6452	6678	6912	7154	7404	7663
21	5624	5736	5937	6145	6360	6583	6813	7051	7298
20	5356	5463	5654	5852	6057	6269	6488	6715	6950
19	5102	5204	5386	5574	5769	5971	6180	6396	6620
18	4859	4956	5129	5308	5494	5686	5885	6091	6304
17	4626	4719	4884	5055	5232	5415	5605	5801	6004
16	4406	4494	4651	4814	4983	5157	5337	5524	5717
15	4197	4281	4431	4586	4746	4912	5084	5262	5446
14	3996	4076	4219	4367	4520	4678	4842	5011	5186
13	3806	3882	4018	4159	4305	4456	4612	4773	4940
12	3625	3698	3827	3961	4100	4244	4393	4547	4706
11	3453	3522	3645	3773	3905	4042	4183	4329	4481
10	3288	3354	3471	3593	3719	3849	3984	4123	4267
9	3131	3194	3306	3422	3542	3666	3794	3927	4064
8	2983	3043	3149	3259	3373	3491	3613	3739	3870
7	2840	2897	2998	3103	3212	3324	3440	3560	3685
6	2705	2759	2856	2956	3059	3166	3277	3392	3511
5	2575	2627	2719	2814	2913	3015	3121	3230	3343
4	2452	2501	2589	2680	2774	2871	2971	3075	3183
3	2337	2384	2467	2553	2642	2734	2830	2929	3032
2	2225	2270	2349	2431	2516	2604	2695	2789	2887
1	2119	2161	2237	2315	2396	2480	2567	2657	2750

cc: All Benton County Elected Officials, Payroll, Personnel, and Stephen Hallstrom

<p style="text-align: center;">AGENDA ITEM =====</p>	<p style="text-align: center;">TYPE OF ACTION NEEDED =====</p>	
<p>Meeting Date: December 13, 2011 Subject: Inter-City Contract Prepared By: Keith Mercer Reviewed By:</p>	<p>Execute Contract Pass Resolution xxxx Pass Ordinance Pass Motion Other</p>	<p>Consent Agenda ___X Public Hearing 1st Discussion 2nd Discussion Other</p>

SUMMARY & BACKGROUND INFORMATION

Benton County has a contract with Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County for 2011 via Resolution 10-800. The departments are pleased with the service Inter-City has provided and wish to enter into a new contract for 2012.

FISCAL IMPACT

No supplement required. Refer to Exhibit B of the contract for the rate sheet.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton 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 2011 via Resolution 10-800; and

WHEREAS, the Finance Manager recommends entering into another contract for 2012; **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, 2012 and expires on December 31, 2012.

Dated this _____ day of _____, 2011.

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, 2012 and shall expire December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. 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.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 12/13/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County uses Moon Security Services to provide regular security services for the Fairgrounds, Justice Center, Coroner’s Bldg, Courthouse, Health District Bldg, Human Services, Crisis Response, and Animal Control.

The current contract with Moon Security Services expires on December 31, 2011 and the Facilities Manager recommends entering into another service agreement for both regular security services along with “as needed” services for unanticipated on site repair services for any and all Benton County locations.

RECOMMENDATION

The recommendation is to enter into another 12-month service contract with Moon Security for a term commencing January 1, 2012 and terminating December 31, 2012 for a contact amount not to exceed \$15,000.

FISCAL IMPACT

N/A

MOTION

Move to approve the contract between Benton County and Moon Security Services for regular security monitoring and any “as needed” services for a contract amount not to exceed \$15,000 with a termination date of December 31, 2012.

RESOLUTION

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

IN THE MATTER OF A SERVICE AGREEMENT FOR SECURITY MONITORING AND "AS NEEDED" REPAIR SERVICES WITH MOON SECURITY SERVICES, INC. FOR VARIOUS BENTON COUNTY LOCATIONS

WHEREAS, per resolution 11-402, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Benton County uses Moon Security Services, Inc., Pasco, WA – License No. MOONSS*246P8 to provide regular security services for the Fairgrounds, Justice Center, Coroner's Bldg., Courthouse, Health District Bldg, Human Services, & Crisis Response and Animal Control; and

WHEREAS, the 2011 contract with Moon Security Services expired on December 31, 2011 and the Facilities Manager recommends entering into another service agreement for both the regular security services along with "as needed" services for unanticipated on site repair services for any and all Benton County locations; and

WHEREAS, the prices for said services are in accordance to the service agreement and price rates attached hereto for an accumulative contract amount not to exceed \$15,000 plus WSST; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Moon Security Services the service agreement for regular services and any "as needed" services for all Benton County locations; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2012.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

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 of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MOON SECURITY SERVICE, INC.**, a corporation authorized to do business in the State of Washington with its principal offices at 515 West Clark, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit "A" - Contractor's Rates for 2012
- b. Exhibit "B" - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2012 and shall expire on December 31, 2012, unless earlier terminated pursuant to Section 16 herein. 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.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide regular security monitoring services, "as needed" on site repair services and "as needed" new installation services for all Benton County locations in accordance with the CONTRACTOR'S price rates attached hereto as Exhibit "A" and in compliance with the applicable prevailing wages attached hereto as Exhibit "B" for all repair and installation services provided under this contract. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 12/13/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

As per Resolution 10-036 dated January 25, 2010 Benton County entered into a contract with Apollo Sheet Metal to provide environmental maintenance services (HVAC) for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, WSU Extension building and Benton County Health District Building, with the option to extend the original terms and conditions of the contract for two (2) additional twelve-month periods; and

The First Contract Amendment was necessary as both parties agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period.

The Second Contract Amendment was necessary as the construction of the Animal Control Facility had been completed and the County wished to add the HVAC preventative maintenance services for that facility to the existing HVAC contract for a contract amount not to exceed \$112,000 plus WSST.

Whereas, this third contract amendment is necessary as both parties would like to exercise the option to extend the terms and conditions of the original contract, to include both first and second amendments, for one (1) final additional twelve-month period, with an expiration date of December 31, 2012.

RECOMMENDATION

The recommendation is to approve the attached Resolution and Third Contract Amendment and extend the current contract between Benton County and Apollo Sheet Metal, Inc another 12-month period with a termination date of December 31, 2012 and a contract amount not to exceed \$112,000 plus WSST.

FISCAL IMPACT

N/A

MOTION

Move to approve the attached third contract amendment, extending the terms and conditions of the original contract, to include the first and second amendments, for one (1) additional 12-month period with a termination date of December 31, 2012.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, per resolution 10-036 dated January 25, 2010 the Board of Benton County Commissioners entered into a contract with Apollo Sheet Metal, Inc. to provide environmental maintenance services for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, and WSU Extension building for a contact amount of \$76,140.00 plus WSST with an amount not to exceed of \$110,000.00 plus WSST per year for acceptable overages, incidentals and other unanticipated cost with a termination date of December 31, 2010; and

WHEREAS, the first contract amendment was necessary as both parties agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period with a term expiring December 31, 2011; and

WHEREAS, the second contract amendment was necessary as the construction of the Animal Control Facility was completed and the COUNTY chose to add the HVAC preventative maintenance services for this facility to the existing contract for a total amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$112,000.00 not including W.S.S.T. per year the contract is in place; and

WHEREAS, this third contract amendment is necessary as both parties would like to exercise the option to extend the terms and conditions of the original contract, to include both first and second amendments, for one (1) final additional twelve-month period with a termination date of December 31, 2012; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached third contract amendment, extending the terms and conditions of the original contract, to include both first and second amendments, for one (1) final additional twelve-month period with a termination date of December 31, 2012; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the third contract amendment attached hereto.

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

THIRD SERVICE CONTRACT AMENDMENT

THIS THIRD CONTRACT AMENDMENT made and entered into this _____ day of _____ 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **APOLLO SHEET METAL, INC.**, a corporation organized under the laws of the State of Washington, with its principal address at 1119 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated January 25, 2010 (the "CONTRACT") to provide environmental maintenance services as defined in the attached specifications as provided in Exhibit A for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, WSU Extension building and Benton County Health District Building, with the option to extend the original terms and conditions of the contract for two (2) additional twelve-month periods; and

Whereas, the first contract amendment was necessary as both parties agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period; and

Whereas, the second contract amendment was necessary as the construction of the Animal Control Facility was completed and the COUNTY chose to add the HVAC preventative maintenance services for this facility to the existing contract; and

Whereas, this third contract amendment is necessary as both parties would like to exercise the option to extend the terms and conditions of the original contract, to include both first and second amendments, for one (1) final additional twelve-month period; and

The parties agree that all provisions of their Contract remain in effect except Section "2. Duration of Contract" shall be amended with the following:

2. **DURATION OF CONTRACT** the existing paragraph shall be amended and replaced in its entirety with the following:

The terms of this contract shall commence January 1, 2010 and terminate December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

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

BENTON COUNTY

APOLLO SHEET METAL, INC.

Leo M. Bowman, Chairman



Bob Sandusky, Service Manager

Date: _____

Date: 11/8/11

Approved as to Form:



Ryan J. Lukson
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 12/13/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Blanket Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County Facilities has solicited services from Apollo Sheet Metal, Inc. for numerous years for plumbing, sheet metal, HVAC, and other miscellaneous services they are qualified to perform. Apollo Sheet Metal has always provided Benton County with professional services and on a timely manner.

For the past couple years, Benton County has entered into a Blanket Contract for “as needed” services with Apollo Sheet Metal, Inc. so that we have a contract in place when such service needs arise.

RECOMMENDATION

The recommendation is to enter into a blanket contract with Apollo Sheet Metal, Inc. for “as needed” services for all Benton County locations for an amount not to exceed \$25,000, with a contract term commencing January 1, 2012 and terminating December 31, 2012.

FISCAL IMPACT

N/A

MOTION

Move to award an annual blanket contract between Benton County and Apollo Sheet Metal, Inc. for “as needed” services they are qualified to perform for a contract amount not to exceed \$25,000 including WSST, and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR PLUMBING, SHEET METAL AND HVAC SERVICES WITH APOLLO SHEET METAL, INC. FOR ALL BENTON COUNTY FACILITIES

WHEREAS, per resolution 11-402, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Apollo Sheet Metal, Kennewick, WA to be put in place for "as needed" services for plumbing, sheet metal, HVAC, and other miscellaneous services they are qualified to perform throughout all Benton County locations for small projects costing less than \$25,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Apollo Sheet Metal, Inc. price rate attached hereto for an accumulative contract amount not to exceed \$25,000 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Apollo Sheet Metal, Inc. the blanket service agreement for "as needed" services for all Benton County locations; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED, the term of the attached contract begins January 1, 2012 and terminates December 31, 2012.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **APOLLO SHEET METAL, INC.**, a Washington corporation with its principal offices at 1201 West Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Contractor's Proposal - 2012 Hourly Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2012 and shall expire on December 31, 2012 unless earlier terminated pursuant to Section 16 herein. 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.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" plumbing and pipefitting, sheet metal, and HVAC repair services (herein after "sheet metal services") for all Benton County locations in accordance with the CONTRACTORS 2012 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>Facilities</u>
Meeting Date: 12/13/11	Execute Contract <u> </u> x	Consent Agenda <u> </u> x
Subject: Elevator Srvs.	Pass Resolution <u> </u>	Public Hearing <u> </u>
Prepared by: LMS	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: K Mercer	Pass Motion <u> </u>	2nd Discussion <u> </u>
		Other Business <u> </u>

BACKGROUND INFORMATION

Attached is a contract between Benton County and Schindler Elevator Services for complete elevator maintenance services for all elevators located at the Benton County Justice Center, Benton County Health District Bldg, and the Benton County Courthouse.

We entered into a contract with Schindler Elevator Corporation for elevator maintenance back in September 2008 as the lowest responsive bidder with a contract term to expire December 31, 2009, with an option to extend the contract four (4) additional one-year periods if agreed upon by both parties.

Per Resolution 10-019 the Board extended the contract one additional year with a term to expire December 31, 2010.

Per Resolution 11-110 the Board entered into another service contract with Schindler Elevator for an additional year with a term to expire December 31, 2011.

Benton County Facility’s Manager is please with the services they have provided and recommends entering into a service contract for one (1) final year with Schindler Elevator with a termination day of December 31, 2012.

SUMMARY

Asking the Board to approve the attached Resolution and Contract between Benton County and Schindler Elevator Corporation for the complete elevator maintenance services on all elevators located at the Benton County Justice Center, Benton County Health District Bldg, and the Benton County Courthouse.

FISCAL IMPACT

The fiscal impact is \$1,923.51 with WSST per month calculating \$23,082.12 annually. With an amount not to exceed \$35,000 per year including any acceptable overages, incidentals and other unanticipated cost outside the general maintenance.

MOTION

Move to approve the attached Resolution and Service Contract with Schindler Elevator Corporation for a contract not to exceed \$35,000; authorizing the Chairman of the Board to sign said contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SERVICE CONTRACT WITH SCHINDLER ELEVATOR CORPORATION FOR COMPLETE ELEVATOR MAINTENANCE SERVICES FOR ALL ELEVATORS LOCATED AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY HEALTH DISTRICT BUILDING AND BENTON COUNTY COURTHOUSE

WHEREAS, per Resolution 08-785 dated September 22, 2008 the Board of Benton County Commissioners entered into a service agreement with Schindler Elevator Corporation, Spokane Valley, WA – Contractors License No. SCHINEC968OT for the complete elevator maintenance services with an expiration date of December 31, 2009 with the option to extend the contract term four (4) additional one (1) year periods; and

WHEREAS, per Resolution 10-019 dated January 11, 2010 the Board approved the amendment to extend the contract an additional one (1) year period with a new termination date of December 31, 2010, with an option to extend the contract term three (3) additional one (1) year periods; and

WHEREAS, per Resolution 11-110 dated February 7, 2011 the Board entered into a service contract for an additional one (1) year period with Schindler Elevator Corporation for the same contract amount of \$1,776.09 per month plus WSST, with a total contract amount including any acceptable overages, incidentals and other unanticipated cost outside the general maintenance not to exceed \$35,000 including WSST; and

WHEREAS, the Facilities Manager is pleased with the services Schindler Elevator Corporation is providing and recommends entering into another service contract for a final one (1) year period for the same contract amount of \$1,776.09 plus WSST payable each month, with a total contract amount including any acceptable overages, incidentals and other unanticipated cost outside the general maintenance not to exceed \$35,000 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and approves the attached contract between Benton County and Schindler Elevator Corporation for complete elevator maintenance services for a contract amount not to exceed \$35,000.00 including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign said service contract attached hereto; and

BE IT FURTHER RESOLVED, the term of this contract shall commence January 1, 2012 and shall expire December 31, 2012.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**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 **SCHINDLER ELEVATOR CORPORATION**, a Washington corporation with its principal offices at 409 N. Thierman Road, Suite D, Spokane Valley, WA 99212 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit "A" - Contractor's Proposal for 2012
- b. Exhibit "B" - Contractor's Hourly Rates
- c. Exhibit "C" - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2012 and shall expire on December 31, 2012. Price adjustments and extensions 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.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

CONTRACTOR shall systematically examine, maintain, adjust and lubricate the elevator equipment of eleven (11) elevators located at the Benton County Justice Center, Kennewick, WA; two (2) additional traction elevators located at the Benton County Justice Center in the District Court area, Kennewick, WA; two (2) elevators located at the Benton County Health District Building, Kennewick, Washington; and one (1) elevator located at the Benton County Courthouse, Prosser, Washington so as to maintain the elevators in proper and safe condition. Said services will be performed in accordance with the price rates detailed in Exhibit "A", Exhibit "B", and in compliance with the applicable prevailing wages attached hereto as Exhibit "C". The intervals of preventative maintenance and inspection shall be determined by CONTRACTOR in its

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>																				
Meeting Date: Subject: <u>Agreement #2011/2013-HEN-BFCAC with Benton Franklin Community Action Committee and Benton and Franklin Counties Department of Human Services; Rescinding Benton County Resolution No. 11-704</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	<table border="0"> <tr> <td>Execute Contract</td> <td style="text-align: center;">_X_</td> <td>Consent Agenda</td> <td style="text-align: center;">_X_</td> </tr> <tr> <td>Pass Resolution</td> <td style="text-align: center;">_X_</td> <td>Public Hearing</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Pass Ordinance</td> <td style="text-align: center;">_____</td> <td>1st Discussion</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Pass Motion</td> <td style="text-align: center;">_____</td> <td>2nd Discussion</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">_____</td> <td>Other</td> <td style="text-align: center;">_____</td> </tr> </table>	Execute Contract	_X_	Consent Agenda	_X_	Pass Resolution	_X_	Public Hearing	_____	Pass Ordinance	_____	1st Discussion	_____	Pass Motion	_____	2nd Discussion	_____	Other	_____	Other	_____
Execute Contract	_X_	Consent Agenda	_X_																		
Pass Resolution	_X_	Public Hearing	_____																		
Pass Ordinance	_____	1st Discussion	_____																		
Pass Motion	_____	2nd Discussion	_____																		
Other	_____	Other	_____																		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Benton Franklin Community Action Committee to provide Essential Needs, Rent and Utility Payments to Medical Care Services recipients.

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

The Agreement process was initiated on September 21, 2011; the delay in execution is a result of the legal review process, and Washington State Department of Commerce releasing the Housing and Essential Needs Grant Agreement on September 15, 2011.

The Agreement signed on November 8, 2011 contained errors in the document, and as a result Benton County Resolution No. 11-704 is hereby rescinded.

SUMMARY

Award: Maximum consideration for this grant is \$600,182.00
Period: October 1, 2011 through June 30, 2013
Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Agreement #2011/2013-HEN-BFCAC with Benton Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #2011/2013-HEN-BFCAC
TO PROVIDE HOUSING AND ESSENTIAL NEEDS SERVICES BETWEEN
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE AND BENTON
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES;
RESCINDING BENTON COUNTY RESOLUTION NO. 11-704**

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Benton Franklin Community Action Committee to provide Essential Needs, Rent and Utility Payments for Medical Care Services recipients; and

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

WHEREAS, the Agreement process was initiated on September 21, 2011; the delay in execution is a result of the legal review process, and Washington State Department of Commerce releasing the Housing and Essential Needs Grant Agreement on September 15, 2011; and

WHEREAS, the Agreement signed on November 8, 2011 contained errors in the document; 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 #2011/2013-HEN-BFCAC to provide Essential Needs, Rent and Utility Payments for Medical Care Service recipients between Benton Franklin Community Action Committee and Benton and Franklin Counties Department of Human Services for a maximum grant consideration of \$600,182.00; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2011 and ends on June 30, 2013, and

BE IT FURTHER RESOLVED, Benton County Resolution No. 11-704 is hereby rescinded.

Dated this.....day of, 2011

Dated this.....day of, 2011

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2011/2013-HEN-BFCAC**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Benton Franklin Community Action Committee**, a private non-profit agency, with its principal offices 720 W. Court St., Pasco, WA 99301 (hereinafter "Grantee").

Counties Contact Information:

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

Grantee Contact Information:

Judith Gidley, Executive Director
Benton Franklin Community Action Committee
720 W. Court Street
Pasco, WA 99301
Phone: 509.545.4042
E-Mail: jgidley@bfcac.org

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

Consideration\$600,182.00

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

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

For the Contractor:

 _____

Title: Executive Director Date 11/29/11

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

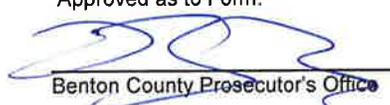
Franklin County Commissioners Date

Attest: Clerk of the Board

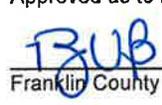
Approved as to Content:

 _____
Department of Human Services

Approved as to Form:

 _____
Benton County Prosecutor's Office

Approved as to Form:

 _____
Franklin County Prosecutor's Office

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 12/13/11 F/C 12/21/11		Executive Contract	<u>xx</u>	
SUBJECT: Personal Services Agreement Contract Amendment # 3 for Coordinator for the John D. and Catherine T. MacArthur Foundation Grant		Pass Resolution	<u>xx</u>	
		Pass Ordinance		
Prepared By:	Toni Lehman	Pass Motion		
Reviewed By:	Sharon Paradis	Other		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center has received grant funding from the John D. & Catherine T. MacArthur Foundation since 2008. This funding will continue through 2013. The grant funds a contracted Project Facilitator. Jacqueline van Wormer has been under contract for this position and will continue to do so for the remaining duration of the project. Jacqueline van Wormer has an extensive background in juvenile justice including grant writing, grant management and grant coordination. The focus of the Model for Change Initiative in our community are: (1) Mental Health, (2) Alternatives to Formal Process and Secure Confinement, and (3) Disproportionate Minority Contact.

SUMMARY

This Amendment modifies Contract Amendment # 1 Section 1, Duration of Contact and Contract Amendment # 2 Section 4(A) and Contract Amendment # 2 Section 4(C)

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Amendment to the Personal Service Contract between Jacqueline G. van Wormer and Benton-Franklin Juvenile Justice Center.

FISCAL IMPACT

The MacArthur Foundation Grant provides funding; therefore there is no fiscal impact to either county.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Personal Service Contract Amendment.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE
BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL
SERVICES CONTRACT AMENDMENT # 3 BETWEEN THE JUVENILE JUSTICE CENTER AND
JACQUELINE G. VAN WORMER, and**

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract Amendment # 3 between Jacqueline G. van Wormer, and Benton-Franklin Counties Juvenile Justice Center be approved as presented extending the term of the contract through March 31, 2013.

WHEREAS, this amendment modifies the Personal Service Agreement's Compensation Section 4.A to a flat rate of \$44.00 per hour for services provided between January 1, 2011 and March 31, 2013 ; and

WHEREAS, this amendment modifies the Personal Service Agreement's Compensation Section 4.C – The maximum total payable by Counties to the Contractor shall not exceed Sixty Thousand Dollars (\$60,000.00) for the calendar year 2012-2013

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract Amendment between Jacqueline G. van Wormer, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; 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, the Personal Services Contract Amendment.

DATED this 13th day of December 2011
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 21st day of December 2011
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

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

PERSONAL SERVICE CONTRACT AMENDMENT # 3 BETWEEN BENTON-FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION AND JACQUELINE VAN WORMER

This Contract Amendment #3 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Jacqueline G. van Wormer, with her principal office at 283 Adair, Richland, Washington, 99352 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Personal Services Contract, numbered as Benton County Resolution No. 08 146 and executed on January 14, 2008, and Franklin County Resolution No. 2008 035 and executed on January 30, 2008 (the "Contract"), and the parties' contract amendment, numbered as Benton County Resolution No. 09 875, and Franklin county Resolution No. 2009 510 ("Contract Amendment #1"), and the parties' Contract Amendment # 2, numbered as Benton County Resolution No. 11 334, and Franklin county Resolution No. 2011 177 ("Contract Amendment #2"), the parties agree that Section 1, Duration of Contract, and Section 4.A. and 4.C., Compensation, in the Contract, Contract Amendment #1, and Contract Amendment #2, shall all be amended and replaced with the following Section 1, Duration of Contract, and Section 4.A. and 4.C., Compensation, as follows:

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2008 through March 31, 2013, unless terminated sooner as provided for herein. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

4. COMPENSATION

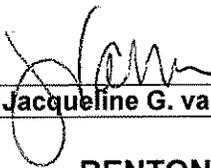
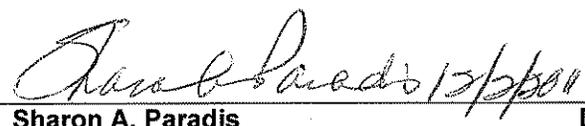
A. At the rate of \$60.00 per hour for services provided between January 1, 2008 and December 31, 2009 and at a rate of \$41.00 per hour for services provided between January 1, 2010 and December 31, 2010

and at a rate of \$44.00 per hour for services provided between January 1, 2011 and March 31, 2013, provided that detailed invoices are submitted in accordance with paragraph 4.E below. Contractor will receive this compensation for actual services performed under this Contract and will not be compensated for travel time, except for travel expense reimbursements as provided in paragraph 4.B. below. Contractor is not authorized to perform and will not be paid for any work performed that would result in exceeding the maximum contract amount specified in paragraph 4.C below.

- C. All payments to Contractor for services and expenses under this Contract will be made from funding by the MacArthur Foundation grant. The maximum total amount payable by Counties to the Contractor under this Contract, for all services, shall not exceed Ninety Thousand Dollars (\$90,000.00) for each of the calendar years 2008 and 2009 and shall not exceed Forty-Six Thousand Dollars (\$46,000.00) for the calendar year 2010 and shall not exceed Fifty-Seven Thousand Dollars (\$57,000.00) for the calendar year 2011, and shall not exceed Sixty Thousand Dollars (\$60,000.00) for the calendar year 2012-2013.

Except as expressly provided in this Contract Amendment #3, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

 Jacqueline G. van Wormer Date: 12/2/11	 Sharon A. Paradis Date: 12/2/11
<p>BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Franklin County</u> Stephen Hallstrom, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Leo Bowman</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p>FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>RUB</u> <u>11/30/2011</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Robert Koch</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 12-13-11 F/C 12-21-11		
SUBJECT: Contract Amendment with J & J Security & Transport, Inc. to provide security to the Juvenile Justice Center		
Prepared By: Toni Lehman		
Reviewed By: Sharon A. Paradis		

BACKGROUND INFORMATION

J&J Security has been providing security and juvenile transportation services to the Juvenile Justice Center since 1996. J & J Security & Transport, Inc. performs security services to maintain a safe work environment for staff and clients, which includes the additional security officers and screening especially during high-risk hearings. The contract period is from January 01, 2011 through December 31, 2013.

SUMMARY

J&J Security has amended the title and qualifications of the Security personnel, previously referred to as Screeners. The amendment changes the employee title to Screening Officer. Screening Officers will be required to have past law enforcement experience, correctional experience, and/or military experience, possess current firearms certification, and have completed eight hours of Defensive Tactics training.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Juvenile Justice Center and J&J Security & Transport, Inc.

FISCAL IMPACT

The rates are included in the Benton-Franklin Counties Juvenile Justice Center's Budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security & Transport, Inc., to amend the qualifications and title of security staff

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND J & J SECURITY & TRANSPORT, INC., and

WHEREAS, the contract amendment modifies the Personal Service Agreement's Compensation Section 4(D) - The rate of \$15.80 per hour will be charged for a Screening Officer to monitor the main entrance of Benton Franklin Counties Juvenile Justice Center. Screening Officers shall have past law enforcement experience, correctional experience, and/or MP military experience, possess current firearms certification, and have completed eight hours of Defense Tactics Training; and

WHEREAS, the amendment modifies the Personal Service Agreement's Compensation Section 4(E) - The rate of \$15.80 per hour will be charged for any additional Screening Officers as requested by Counties for reasonable and agreeable needs.

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract Amendment between J & J Security & Transport, Inc., 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 be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 13th day of December 2011.

DATED this 21st day of December 2011 .

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

ATTEST:

Clerk of the Board

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

ATTEST:

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

**PERSONAL SERVICE CONTRACT AMENDMENT
BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
AND J & J SECURITY & TRANSPORT, INC.**

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center (BFJJC), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and J & J Security & Transport, Inc. with its principal offices at 1907 S Highlands BLVD, West Richland, WA 99353-4459 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Personal Services Contract, numbered as Benton County Resolution No. 11 073 and executed on January 24, 2011, and Franklin County Resolution No. 2011 035 and executed on January 19, 2011 (the "Contract"), the parties agree that all references to "Security Officer" in the Contract shall be amended and replaced with "Screening Officer" and Section 4, Compensation, Parts D. and E. shall be amended and replaced with the following:

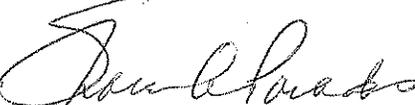
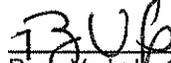
4. COMPENSATION

For the services performed hereunder, the Contractor shall be paid as follows:

- D. The rate of \$15.80 per hour will be charged for a Screening Officer to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center. Screening Officers shall have past law enforcement experience, correctional experience, and/or MP military experience, possess current firearms certification, and have completed eight hours of Defensive Tactics training.
- E. The rate of \$15.80 per hour will be charged for any additional Screening Officers as requested by Counties for reasonable and agreeable needs.

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

This Amendment shall be effective on January 1, 2012 upon execution by the parties.

J & J Security & Transport, Inc.	Benton-Franklin Counties Juvenile Justice Center
	
Alison Moore, Owner	Sharon A. Paradis, Administrator
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Franklin County</u> Stephen Hallstrom, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>James Beaver</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p> <u>11/30/2011</u> Ryan Verhulst, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Leo Bowman</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 12/13/11 F/C 12/21/11	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Pass Through Monies for Extended Day Program Start-up Costs Contract Amendment	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

Under our MacArthur Foundation 2010-2012 grant the BFJJC, in partnership with the Kennewick School District, created the *Educational Advocate Project*. This Project was implemented at Kennewick High School and focuses on identifying barriers to successful school navigation and completion, increasing communication between the student, their parents, and the school; social skill training to address attitudinal and motivational issues and opportunities for academic success.

SUMMARY

The MacArthur Foundation, Models for Change Grant has been extended for an additional six month period to June 30, 2012. The amendment replaces Section 1 of the contract in which the contract shall be February 1, 2010 through June 30, 2012. The amendment replaces Section 4(E) stating that all invoices shall be submitted to the county no later than by July 15, 2012. Finally the amendment replaces section 4(H) in which the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of the contractor or after its termination on June 30, 2012.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract Amendment with the Kennewick School District.

FISCAL IMPACT

These are all grant funds and there will be no fiscal impact to the BFJJC.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Contract Amendment with the Kennewick School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON
AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT AMENDMENT
BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT
TO PROVIDE FOR AN EDUCATIONAL ADVOCATE TEAM, and**

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Contract Amendment between the Juvenile Court and the Kennewick School District be approved as presented for a term commencing February 1, 2010, and terminating on June 30, 2012, and

WHEREAS, the Contract Amendment replaces Section 1 of the contract in which the duration of the contract shall be February 1, 2010 through June 30, 2012, and

WHEREAS, the Contract Amendment replaces Section 4 (E) stating that all invoices must be submitted prior to July 15, 2012, and

WHEREAS, the Contract Amendment replaces Section 4(H) - The Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination on June 30, 2012. 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 hereby are authorized to sign, on behalf of their respective county, the Contract between the Juvenile Court and the Kennewick School District shall be for a period commencing February 1, 2010, and terminating on June 30, 2012.

DATED this 13th day of December 2011

DATED this 21st day of December 2011

**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 Spinner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

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

PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KENNEWICK SCHOOL DISTRICT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kennewick School District, with its principal offices at 524 S. Auburn Street, Kennewick, WA 99336-5601 (hereinafter referred to as "District").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 10 146 and executed on March 08, 2010, and Franklin County Resolution No. 2010 063 and executed on March 03, 2010 (the "Contract"), the parties agree that Section 1, Duration of Contract, and Section 4.E and 4.H., Compensation, shall be amended and replaced with the following:

1. DURATION OF CONTRACT

The term of this Contract shall be February 01, 2010 through June 30, 2012, unless terminated sooner as set forth herein. The District shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

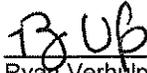
4. COMPENSATION

- E. All invoices must be submitted to the Counties **no later than July 15, 2012**. Invoices shall cover the time the District performed work for the Counties during the billing period. The Counties shall pay the District for approved costs for services rendered within thirty (30) days from the date of receipt of the invoice.
- H. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings

or invoices presented for services rendered prior to the execution of this Contract or after its termination on June 30, 2012.

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

This Amendment shall be effective upon execution by the parties.

Kennewick School District 524 S. Auburn Street Kennewick, WA 99336-5601	Benton Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick WA 99336-1388
 12/5/11 Dave Bond, Superintendent Date	 12/5/11 Sharon A. Paradis Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Franklin County _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Leo Bowman.</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p> 11/30/2011 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Robert Koch</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

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

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

Requested meeting date: **December 13, 2011**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton and Franklin Counties jointly contract with a number of investigators to provide legally mandated public defense investigation services to indigent persons charged with felonies in Benton or Franklin County Superior Court. Investigator Mario Torres is one of those investigators. The current contract with Mario Torres expires on December 31, 2011. The proposed contract is a renewal contract with an expiration date of December 31, 2012 to coincide with the end of the Benton County biennial budget. The terms of this new contract are identical to the terms of the contract scheduled to expire on December 31, 2011.

SUMMARY

The current investigative services contract with Mario Torres expires on December 31, 2011. The proposed contract renews Mr. Torres' services for a one year period ending December 31, 2012.

RECOMMENDATION

Execute the presented agreement, designated BFSC1212MT001I whereby Mario Torres will provide indigent defense investigative services on cases in Benton and Franklin County Superior Courts.

ANTICIPATED FISCAL IMPACT

None. This contract replaces one that will expires on December 31, 2011, and does not involve the expenditure of additional funds other than what has already been budgeted for Superior Court indigent defense.

RESOLUTION

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

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

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

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

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

WHEREAS, currently, by way of an agreement (#BFSC0911MT002I, executed via Resolution #09 789) that expires on December 31, 2011, investigator Mario Torres is one of the investigators who provide such investigative services to Benton & Franklin Counties; and

WHEREAS, after a Request for Qualifications (“RFQ”) process it has been deemed in the best interests of Benton & Franklin Counties to continue to contract with investigator Mario Torres for professional investigative services;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Mario Torres, designated BFSC1212MT001I, with a starting date of January 1, 2012, be executed as presented. Be it further resolved that the Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS
BCSC1212MT001I**

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

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

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

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

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

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

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

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

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: **December 13, 2011**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton and Franklin Counties jointly contract with a number of investigators to provide legally mandated public defense investigation services to indigent persons charged with felonies in Benton or Franklin County Superior Court. Investigator Jeffrey Porteous is one of those investigators. The current contract with Jeffrey Porteous expires on December 31, 2011. The proposed contract is a renewal contract with an expiration date of December 31, 2012 to coincide with the end of the Benton County biennial budget. The terms of this new contract are identical to the terms of the contract scheduled to expire on December 31, 2011.

SUMMARY

The current investigative services contract with Jeffrey Porteous expires on December 31, 2011. The proposed contract renews Mr. Porteous' services for a one year period ending December 31, 2012.

RECOMMENDATION

Execute the presented agreement, designated BFSC1212JP001I whereby Jeffrey Porteous will provide indigent defense investigative services on cases in Benton and Franklin County Superior Courts.

ANTICIPATED FISCAL IMPACT

None. This contract replaces one that will expires on December 31, 2011, and does not involve the expenditure of additional funds other than what has already been budgeted for Superior Court indigent defense.

RESOLUTION

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

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

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

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

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

WHEREAS, currently, by way of an agreement (#BFSC0911JP002I executed via Resolution 09 790) that expires on December 31, 2011, investigator Jeffrey Porteous is one of the investigators who provide such investigative services to Benton & Franklin Counties; and

WHEREAS, after a Request for Qualifications (“RFQ”) process it has been deemed in the best interests of Benton & Franklin Counties to continue to contract with investigator Jeffrey Porteous for professional investigative services;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Jeffrey Porteous, designated BFSC1212JP001I, and with a starting date of January 1, 2012, be executed as presented. Be it further resolved that the Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS
BFSC1212JP001I**

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

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

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

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

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

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

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

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

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: **December 13, 2011**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton and Franklin Counties jointly contract with a number of investigators to provide legally mandated public defense investigation services to indigent persons charged with felonies in Benton or Franklin County Superior Court. Investigator Mark Almquist is one of those investigators. The current contract with Mark Almquist expires on December 31, 2011. The proposed contract is a renewal contract with an expiration date of December 31, 2012 to coincide with the end of the Benton County biennial budget. The terms of this new contract are identical to the terms of the contract scheduled to expire on December 31, 2011.

SUMMARY

The current investigative services contract with Mark Almquist expires on December 31, 2011. The proposed contract renews Mr. Almquist's services for a one year period ending December 31, 2012.

RECOMMENDATION

Execute the presented agreement, designated BFSC1212MTA001I whereby Mark Almquist will provide indigent defense investigative services on cases in Benton and Franklin County Superior Courts.

ANTICIPATED FISCAL IMPACT

None. This contract replaces one that will expires on December 31, 2011, and does not involve the expenditure of additional funds other than what has already been budgeted for Superior Court indigent defense.

RESOLUTION

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

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

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

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

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

WHEREAS, currently, by way of an agreement (#BFSC0911MTA002I executed via Resolution 09 787) that expires on December 31, 2011, investigator Mark T Almquist is one of the investigators who provide such investigative services to Benton & Franklin Counties; and

WHEREAS, after a Request for Qualifications (“RFQ”) process it has been deemed in the best interests of Benton & Franklin Counties to continue to contract with investigator Mark T Almquist for professional investigative services;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Mark T. Almquist, designated BFSC1212MTA001I and with a starting date of January 1, 2012, be executed as presented. Be it further resolved that the Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS
BFSC1212MTA002I**

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

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

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

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

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

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

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

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12/13/11 Subject: Employee of the Month Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Approval of Employee of the Month for January 2012.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for January 2012.

FISCAL IMPACT

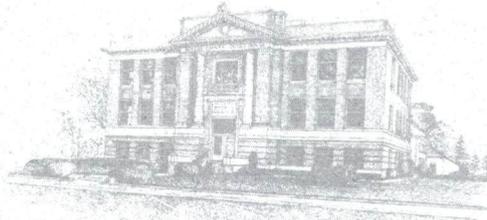
N/A

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



**EMPLOYEE OF THE MONTH
January 2012**

Robert Heard
Central Services Supervisor
Central Services Department

Dear Robert:

Let us be the first to congratulate you on your achievement of winning the Employee of the Month Award for the month of January 2012. Your performance demonstrates your hard work, sincerity and dedication in making Benton County stand out in a positive way to all other employees and to members of the public visiting or interfacing with Benton County and its services.

Benton County has taken note of and appreciates your hard work and dedication. You demonstrate on a daily basis great drive and passion for your work. You show the same level of courtesy and attention all customers and co-workers. Your favorite motto is "Treat others the way you want to be treated," which is a great example for all to follow. You are always willing to lend a hand and never say, "It's not my job." Your professionalism and performance are outstanding. You go above and beyond and have done an excellent job in your new role as supervisor. Most recently, the computer surplus sale was a huge success due in most part to your organizational skills, industrious attitude, and your ability to lead and motivate the team.

Thank you Robert for your hard work and dedication. You are a great asset to the Benton County Central Services and to Benton County. Please accept our sincere congratulations on your achievement.

Yours truly,

Randy Reid, Central Services Manager

Commissioner Leo Bowman, Chairman

Commissioner Jim Beaver

Commissioner Shon Small

Benton County Employee of the Month

We hereby express our sincere appreciation to

Robert Heard

*We hereto affix the signatures
of the Board of Benton County Commissioners
in recognition of your accomplishments.*

Commissioner Leo Bowman

Commissioner Jim Beaver

Commissioner Skon Small

This 1st *Day of* January 2012

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 12/13/11 Subject: Service Agreement Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other		Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Benton County entered into an agreement with J & J Security to provide a law enforcement officer commissioned to have arrest authority to perform security services and maintain a safe work environment for courthouse staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket at the Prosser Courthouse. The agreement is being renewed for 2012 with no changes from the previous year's contract.

SUMMARY

See above.

RECOMMENDATION

Approve resolution.

FISCAL IMPACT

Currently budgeted for in the Insurance Management budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING J & J SECURITY AND TRANSPORT, INC. A PERSONAL SERVICE CONTRACT FOR COURT SECURITY SERVICES AT THE BENTON COUNTY COURTHOUSE, PROSSER, WA

WHEREAS, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County entered into an agreement with J & J Security and Transport, Inc. to provide a law enforcement officer commissioned to have arrest authority to perform security services and maintain a safe work environment for courthouse staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket at the Prosser Courthouse via resolution 10-747; and

WHEREAS, the contract with J & J Security and Transport, Inc. is set to expire December 31, 2011; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel/Risk Manager's recommendation and hereby awards the personal service contract to J & J Security and Transport, Inc. in an amount of \$26.85 per hour for one commissioned law enforcement officer to provide security services to be performed at the Prosser Courthouse; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2012 and expires on December 31, 2014.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

**PERSONAL SERVICES CONTRACT
FOR SECURITY SERVICES
FOR BENTON COUNTY SUPERIOR COURT
PROSSER WA COURTHOUSE**

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, ("County") and J & J Security and Transport, Inc., a Washington Corporation ("Contractor"), with its principal offices at PO Box 4459, West Richland, WA 99353-4459.

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

1. DURATION OF CONTRACT

The effective date of this Contract shall be January 1, 2012, and it shall expire on December 31, 2014.

2. SERVICES TO BE PROVIDED

The Contractor shall perform service(s) as follows:

The Contractor shall provide one law enforcement officer commissioned to have arrest authority at the Prosser Courthouse to perform security services and maintain a safe work environment for courthouse staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket every Thursday at the Prosser Courthouse at 620 Market Street, Prosser, WA from 8 a.m. until completion of the docket each Thursday as determined by the presiding judge. Benton County Superior Court Prosser Clerk's Office will notify by phone the contract representative either in person or by leaving a message at (509) 308-3601 twenty-four (24) hours in advance if there is no Superior Court domestic docket. If the required notice is not given, the County agrees to pay the Contractor for one hour of service.

The Contractor agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, equipment or facilities will be furnished by the County.

The Contractor shall perform the work requested by the County and specified in this Contract according to standard law enforcement policy and practice.

The Contractor shall confer with the County from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

3. CONTRACT REPRESENTATIVES

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	December 13, 2011	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	MOU w/Fronczak	Pass Resolution	_____	Public Hearing	_____
Prepared by:	Steve Hallstrom	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:		Pass Motion	_____	2nd Discussion	_____
		Execute MOU	<u> X </u>	Other	_____

BACKGROUND INFORMATION

SO Employee Stan Fronczak was promoted from Clerk to Sergeant. After approximately 10 1/2 months in the Sergeant's position, the Employee voluntarily demoted. The County determined Mr. Fronczak must restart the 12 month period for eligibility for step increases after his return to his former Clerk position, and assigned a new anniversary date. Union/Employee submitted Employee lost money over a three period for accepting promotion, due to assignment of new anniversary date. The controlling CBA does not address voluntary demotions.

SUMMARY

Employee requested to have his anniversary date returned to April 1st, the Sheriff concurred and the parties have mutually agreed that the Employee will return to his original step anniversary date (April 1st), for eligibility and consideration of future step increases per the controlling CBA. The MOU will not be utilized to establish past/current practice, nor as a precedent, and the parties are free to propose language addressing the issue during 2012 negotiations for the 2013 CBA.

RECOMMENDATION

Move to approve and sign the Resolution and the MOU between Benton County, the Sheriff's Office and Teamsters Local 839, representing the SO Clerical Employees.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON
COUNTY, STANLEY FRONCZAK AND TEAMSTER LOCAL 839

WHEREAS, a Memorandum of Understanding has been reached between
Benton County, Stanley Fronczak and Teamsters Local 839; and

WHEREAS, Benton County Board of Commissioners has discussed and
approved the terms of the Memorandum of Understanding, **NOW
THEREFORE,**

BE IT RESOLVED, that the Benton County Board of Commissioners
approves the Memorandum of Understanding and is authorized to sign
the same.

Dated this day of, 2011

Chairman of the Board

Member

Member

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

Attest:

Clerk of the Board

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between BENTON COUNTY (County), by and through the SHERIFF'S OFFICE (SO), and TEAMSTERS LOCAL NO. 839, representing the SHERIFF'S OFFICE CLERICAL EMPLOYEES (Union).

WHEREAS, SO Employee Stan Fronczak was promoted from Clerk (8F - April 1st anniversary date - eligible for consideration of move to 8G on April 1, 2011) to Sergeant. After approximately 10 1/2 months in the Sergeant's position, the Employee voluntarily demoted; and

WHEREAS, the County determined the Employee must recommence the start of the 12 month period after his return to the Clerk position per the Collective Bargaining Agreement (CBA), Section 27.3, which requires a minimum of 12 consecutive months within a step for eligibility for consideration for movement to the next step. This determination necessitated the assignment of a new anniversary date of September 1st for eligibility for consideration of a step increase to 8G on September 1, 2012, and eligibility for subsequent step increases per the controlling CBA; and

WHEREAS, while most of the CBAs with the County have language addressing demotions, and some specifically referencing voluntary demotions, the controlling CBA is silent as to this issue; and

WHEREAS, during negotiations for the controlling CBA, the Union refused to consider the Employer's proposed contract language which addressed demotions; and

WHEREAS, the Employee contacted the SO and the Auditor's Office, submitting that with the new anniversary date, he will make less money over a three year period than if he had not been promoted to Sergeant and then voluntarily demoted. The Union interceded on behalf of the Employee when his request to have his anniversary date returned to April 1st was denied by the County; and

WHEREAS, the Union contacted the SO on behalf of the Employee, requesting reconsideration of the County's position regarding the Employee's new anniversary date of September 1st for eligibility for step increases per the controlling CBA, commencing in 2012; and

WHEREAS, the SO supports the Employee's return to his original step anniversary date, *i.e.*, April 1st, for eligibility and consideration of future step increases per the controlling CBA; and

WHEREAS, the parties expressly agree this MOU shall not set precedence in any manner and on any level, nor establish or otherwise be utilized to establish, and/or be utilized as evidence of, "current practice" or "past practice", in any manner, including without limitation, labor negotiations, grievances and/or arbitrations, involving the current 2010 - 2012 CBA, or any successor CBA, between the parties.

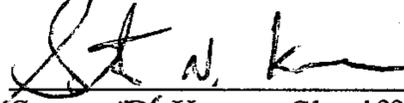
NOW, THEREFORE, based on the above recitals, the parties have mutually agreed to the following:

1. The Employee's anniversary date for eligibility for consideration of step increases will be returned to his original anniversary date of April 1st, making the Employee otherwise eligible for consideration of a step increase to 8H in 2012, pursuant to the controlling CBA.

2. No language in the 2010 – 2012 CBA is amended, or intended to be changed, altered or otherwise modified.
3. Either party or both parties hereto may elect to propose language to specifically address the application and impact of demotions, including voluntary demotions and/or step increase anniversary dates, during negotiations for the 2013 CBA, commencing in 2012, and/or successor CBAs in subsequent years.
4. The parties expressly agree this MOU shall not set precedence in any manner and on any level, nor establish or otherwise be utilized to establish, and/or be utilized as evidence of, “current practice” or “past practice”, in any manner, including without limitation, labor negotiations, grievances and/or arbitrations, involving the current 2010 – 2012 CBA, or any successor CBA, involving the parties.

IN WITNESS WHEREOF, the parties hereto indicate their agreement to the above terms and conditions of this MOU and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY SHERIFF'S OFFICE



 Steven D. Keane, Sheriff

Date: 12/1/11

TEAMSTERS LOCAL NO. 839



 Robert C. Hawks, Secretary/Treasurer

Date: 11/28/11

BOARD OF BENTON COUNTY COMMISSIONERS

 Chair

 Member

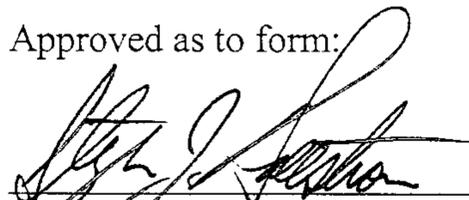
 Member

Constituting the Board of
 Benton County Commissioners

Attest:

 Clerk to the Board

Date: _____

Approved as to form:


 Stephen J. Hallstrom, Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: December 13, 2011 Subject: Settlement Agreement Prepared by: Ryan Lukson Reviewed by:	Execute Contract _____ Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other <u> X </u>		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Exec Session _____

BACKGROUND INFORMATION

On October 21, 2011 Jesus Cobian Benitez and Norma A. Dominguez filed suit against Benton County in Yakima County Superior.

SUMMARY

Parties have come to a resolution of Plaintiffs' claims against the County.

RECOMMENDATION

Sign and approve the attached Settlement Agreements for Norma Dominguez and Jesus Cobian Benitez; and the Parents Release and Indemnity Agreement for Emily Cobian Dominguez.

MOTION

Move to approve and sign the Settlement Agreements and releases.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO A SETTLEMENT OF JESUS COBIAN BENITEZ AND NORMA A. DOMINGUEZ ROBLES v. BENTON COUNTY.

WHEREAS, On October 21, 2011 the above named Plaintiffs filed suit against the above named Defendant in Yakima County Superior Court, Cause Nos. 11-2-03853-9, 11-2-03854-7; and

WHEREAS, The parties have come to a resolution of Plaintiffs' claims against Benton County pursuant to Plaintiffs' receipt of a check in the amount of \$52,500 for Jesus Cobian Benitez, \$22,500 for Norma A. Dominguez Robles, \$500 for Emily Cobian Dominguez and the terms of the Settlement Agreements and Releases, attached hereto; and

WHEREAS, Benton County Board of Commissioners having reviewed the proposed Settlement Agreements and Releases and find them reasonable and in the best interest of the County; **NOW, THEREFORE;**

BE IT RESOLVED that the Board of Commissioners of Benton County hereby authorizes the Chairman of the Board of County Commissioners, Leo Bowman, to sign the attached agreements.

Dated this day of, 2011

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>December 13, 2011</u> Subject: <u>Intergovernmental Agreement for State Purchasing Cooperative</u> Prepared by: <u>ljm</u> Reviewed by: <u>Steve</u>	Execute Agreement _____ Pass Resolution <u>XX</u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u>XX</u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Exec Session _____

BACKGROUND INFORMATION

The Intergovernmental Agreement to purchase equipment, materials, and supplies from the Washington State Purchasing Cooperative (Co-op) Program that expires December 31, 2011 is with the Department of General Administration (GA). In 2011, GA became part of the Department of Enterprise Services (DES) which now oversees the Co-op program. The Co-op program is undergoing a re-evaluation period as DES considers what changes may need to be made in order to include the full range of opportunities afforded by the new agency. During this time, we can choose to extend the 2010-2011 Co-op membership for an additional year at the same yearly membership rate. An Amendment has been prepared that will assign the agreement to DES and extend the current agreement allowing Benton County to use the State contract system for the duration of 2012. This Amendment has been reviewed and is hereby submitted to the Board for approval.

The previous agreement had a yearly membership fee of \$4,000.00 and was shared equally between Current Expense and Public Works. The membership fee is based on the County's total expenditure information the State receives from the State Auditors Office. The Amendment keeps the same yearly membership rate of \$4,000.00.

RECOMMENDATION

The Board of County Commissioners approves Amendment Number 1 to the Intergovernmental Agreement with the State of Washington assigning the Agreement to the Washington State Department of Enterprise Services and extending the Agreement for an additional one year period.

FISCAL IMPACT

A yearly membership fee of \$4,000.00 shall be shared equally between Current Expense and Public Works.

MOTION

Approve Amendment Number 1 to the Intergovernmental Agreement with the State of Washington.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR STATE PURCHASING COOPERATIVE WITH THE STATE OF WASHINGTON, DEPARTMENT OF GENERAL ADMINISTRATION, OFFICE OF STATE PROCUREMENT

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 an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

WHEREAS, in 2011 the Department of General Administration became part of the Department of Enterprise Services (DES) which now oversees the State Purchasing Cooperative, and

WHEREAS, an Amendment has been prepared that will assign the agreement to DES and extend the current agreement allowing Benton County to use the State contract system for the duration of 2012, and

WHEREAS, the Public Works Manager has reviewed and recommends approval of Amendment Number 1 to the Intergovernmental Agreement with the State of Washington, NOW, THEREFORE,

BE IT RESOLVED that Amendment Number 1 to the Intergovernmental Agreement for State Purchasing Cooperative assigning the Agreement to the Washington State Department of Enterprise Services and extending the Agreement for an additional one year period at the same yearly membership fee of \$4,000.00 be and hereby is approved and the Chairman is authorized to sign said Amendment on behalf of Benton County; and

BE IT FURTHER RESOLVED that the membership fee be shared equally between Current Expense and Public Works.

Dated this 13th day of December, 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

L. Moser:slc

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF BENTON COUNTY SOLID WASTE MANAGEMENT RE:
ACCEPTANCE OF THE BENTON COUNTY ALTERNATIVES TO BURNING
GRANT AGREEMENT G1200219

WHEREAS, the Washington State Department of Ecology has developed a Grant to
further Alternatives of Burning and Solid Waste Programs; and

WHEREAS, the Benton County Engineer recommends acceptance of the Grant
Agreement, which includes participation from the cities within Benton County; NOW,
THEREFORE,

BE IT RESOLVED that the Chairman of the Board of County Commissioners is hereby
authorized to sign said Grant offer and the Procurement Certification Form on behalf of
Benton County.

Dated this 13th day of December, 2011.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

SWB:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Dec. 13, 2011</u>	Execute Agreement <u>XX</u>	Consent Agenda <u>XX</u>
Subject: <u>Solid Waste Grant Agr.</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>SWB</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County is the implementing agency for the County-wide Solid and Moderate Risk Waste plans. State funding is available for eighteen month cycles. This Alternatives to Burning grant agreement is for the January 2012 – June 2013 Grant funding cycle.

SUMMARY

This Grant will reimburse expenses for the use, maintenance, and transport of the County’s chipper, as well as participation in some Earth Day events, etc., and is funded at 75% with the balance contributed from Benton County (through the Solid Waste collection surcharge) and the Cities of Kennewick, Richland, West Richland, Prosser and Benton City.

RECOMMENDATION

Approve authorization for Chairman to sign the agreement.

FISCAL IMPACT

The impact has been positive for both the County and Cities. The Solid Waste Collection surcharge has generated more revenue than required for the County’s matching portion and has shown a small excess. This will continue in this funding cycle. There is no impact on current expense monies.

MOTION

Authorize Chairman to sign agreement.

**COORDINATED PREVENTION GRANT AGREEMENT
ALTERNATIVES TO BURNING
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
BENTON COUNTY**

Grant No.: G1200219

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and Benton County, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	Benton County
MAILING ADDRESS:	P O BOX 110
CITY, STATE, ZIP:	PROSSER, WA 99350
RECIPIENT GRANT COORDINATOR:	Donna Holmes
TELEPHONE:	509-786-5611
FAX:	509-786-5627
E-MAIL:	donna.holmes@co.benton.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Donna Holmes
TELEPHONE:	509-786-5611
FAX:	509-786-5627
E-MAIL:	donna.holmes@co.benton.wa.us
ECOLOGY GRANT OFFICER:	Trent Hurlbut
TELEPHONE:	509-575-2782
FAX:	509-575-2809
E-MAIL:	trent.hurlbut@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$14,000
STATE GRANT SHARE	\$10,500
LOCAL SHARE	\$3,500
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6001296
EFFECTIVE DATE OF THE AGREEMENT	01-01-2012
EXPIRATION DATE OF THE AGREEMENT	06-30-2013

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF BENTON COUNTY SOLID WASTE MANAGEMENT RE:
ACCEPTANCE OF THE BENTON COUNTY COORDINATED PREVENTION
GRANT AGREEMENT G1200229

WHEREAS, the Washington State Department of Ecology has developed a
Coordinated Prevention Grant to further Moderate Risk Waste Management and Solid
Waste Programs; and

WHEREAS, the Benton County Engineer recommends acceptance of the Grant
Agreement, which includes participation from the cities within Benton County; NOW,
THEREFORE,

BE IT RESOLVED that the Chairman of the Board of County Commissioners is hereby
authorized to sign said Grant offer and the Procurement Certification Form on behalf of
Benton County.

Dated this 13th day of December, 2011.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

SWB:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Dec. 13, 2011</u>	Execute Agreement	<u>XX</u>
Subject: <u>Solid Waste Grant Agr.</u>	Pass Resolution	<u>XX</u>
Prepared by: <u>dlh</u>	Pass Ordinance	_____
Reviewed by: <u>SWB</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>XX</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

Benton County is the implementing agency for the County-wide Solid and Moderate Risk Waste plans. State funding is available for eighteen month cycles. This grant agreement is for the January 2012 – June 2013 Grant funding cycle.

SUMMARY

This funding will reimburse expenses for the management of moderate risk waste (MRW), for a feasibility study for a new permanent MRW collection facility, update the Solid Waste Plan, and for Waste Reduction and Recycling activities (school programs, paper, plastic, aluminum, and phone book recycling, used oil collection, displays, satellite collections, Earth Day events, etc.) The Benton County Solid Waste program is funded at 75% with the balance contributed from Benton County (through the Solid Waste collection surcharge) and the Cities of Kennewick, Richland, West Richland, Prosser and Benton City.

RECOMMENDATION

Approve authorization for Chairman to sign the agreement.

FISCAL IMPACT

The impact has been positive for both the County and Cities. The Solid Waste Collection surcharge has generated more revenue than required for the County’s matching portion and has shown a small excess. This will continue in this funding cycle. There is no impact on current expense monies.

MOTION

Authorize Chairman to sign agreement.

**COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
BENTON COUNTY**

Grant No.: G1200229

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and Benton County, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	Benton County
MAILING ADDRESS:	P O BOX 110
CITY, STATE, ZIP:	PROSSER, WA 99350
RECIPIENT GRANT COORDINATOR:	Donna Holmes
TELEPHONE:	509-786-5611
FAX:	509-786-5627
E-MAIL:	donna.holmes@co.benton.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Donna Holmes
TELEPHONE:	509-786-5611
FAX:	509-786-5627
E-MAIL:	donna.holmes@co.benton.wa.us
ECOLOGY GRANT OFFICER:	Trent Hurlbut
TELEPHONE:	(509) 575-2782
FAX:	(509) 575-2809
E-MAIL:	trent.hurlbut@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$520,497.33
STATE GRANT SHARE	\$390,373
LOCAL SHARE	\$130,124.33
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6001296
EFFECTIVE DATE OF THE AGREEMENT	01-01-2012
EXPIRATION DATE OF THE AGREEMENT	06-30-2013

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	December 13, 2011	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	Olympic Security Extension	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

Per Resolutions 10-015, 10-821, and 11-354 Benton County entered into a Personal Service Contract with Olympic Security Services, Inc. to provide unarmed security guard services for the Jail Lobby and Justice Center.

SUMMARY

RECOMMENDATION

The Sheriff's Office recommends extending the contract with Olympic Security through December 31, 2012.

FISCAL IMPACT

The amount not to exceed shall be \$400,000 (for services in 2010, 2011 and 2012).

Current projections by the Sheriff's Office indicate that the line item for Security Services (for 120) will have a shortfall of approximately \$35,000.00. This is due to assumptions made during the 2011-2012 budget process. The Sheriff's Office and Deputy County Administrator are currently working on a solution.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE 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, per Resolutions 10-015, 10-821, and 11-354 the parties entered into a Personal Service Contract to provide unarmed security guard services for the Jail Lobby and Justice Center located in Kennewick, WA; and

WHEREAS, the parties wish to amend the Personal Service Contract and extend the term of the contract through December 31, 2012; and

WHEREAS, the parties also wish to increase the amount not to exceed to \$400,000.00; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the personal service contract amendment between Benton County and Olympic Security Services, Inc. attached hereto; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract amendment.

Dated this _____ day of _____ 2011.

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 2 day of Dec, 2011 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and Olympic Security Services, Inc., hereinafter called "CONTRACTOR".

WHEREAS, per Resolutions 10-015, 10-821, and 11-354 the parties entered into a contract for 2010 and 2011, whereby the contractor would provide unarmed security guard services for the Benton County Jail Lobby and Justice Center located in Kennewick, WA; and

WHEREAS, the COUNTY desires to amend the current agreement and extend the current contract through the calendar year of 2012 as well as to increase the total amount payable by the county; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below sections which shall be amended with the following:

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

The term of this Contract shall begin January 1, 2010 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. Section 5. COMPENSATION, Paragraph b. shall be removed and replaced with the following:

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$400,000.

3. EXHIBIT B2: COSTS AND PAYMENTS shall be replaced with the attached document EXHIBIT B3: COSTS AND PAYMENTS

4. 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: 12/2/11

Benton County

Olympic Security, Inc.

Chairman
Benton County, Commissioner

Adele McKay
Signature

Adele McKay, Controller
Print Name and Title

Approved as to Form


Deputy Prosecuting Attorney

Orig
cc: Sheriff's Office
Auditor, R. Ozuna, Olympic Security, Inc.

D. Petley

EXHIBIT B3: COST AND PAYMENTS

The Contractor shall charge the County for screening station guards at a rate of \$13.29 per person hour during the term of this agreement.

The Contractor shall charge the County for the Assistant Manger at a rate of \$14.42 per person hour during the term of this agreement.

For the January 1, 2011 - the end of the contract period, the Contractor shall charge the County for the Account Manager at a rate of \$18.30 per person hour during the term of this agreement.

The Contractor shall charge the County for any services in excess of 40 hours per week per employee at a rate one and a half times the hourly billing rate for the class of the employee(s) when said overtime is requested by an authorized representative of the Sheriff's Office for "Emergency Guard Service" as defined within Exhibit A, Part B "General Provisions" (Section 8). If overtime is incurred by the Contractor's internal scheduling situations, that is, as a result of a "Routine Change in Service (One or Two People)" as defined within Exhibit A, Part B "General Provisions" (Section 7), the County shall not be billed for the overtime costs.

For and in consideration of providing the services set forth herein, the County shall pay the Contractor an amount equal to the hourly rates set above multiplied by the number of hours of service provided each month. The Contractor shall not bill for any services in excess of those agreed upon pursuant to this agreement. The Contractor shall submit bills on a monthly basis in arrears setting forth the work completed, amount due, and any other information the County may require.

The Contractor may request adjustment to the fee schedule established in this original contract. Such fee increase requests must be made in writing to the County not less than sixty (60) days prior to the termination of the Contract. The County reserves the right to accept or reject requests for fee increases. Any fee increase must be documented to the satisfaction of the County.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	December 13, 2011	Execute Contract	<u> x </u>	Consent Agenda
Subject:	Dr. Watson Extension – Jail Physician Services	Pass Resolution	<u> X </u>	Public Hearing
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other

BACKGROUND INFORMATION

Per Resolution 11-279 the Sheriff’s Office entered into a Personal Service Contract with Dr. Brooks Watson to provide inmate physician services for the Benton County Jail.

SUMMARY

RECOMMENDATION

The Sheriff’s Office would like to extend the current contract through December 31, 2012 and increase the total amount not to exceed to \$185,500.00. Dr. Watson will receive no compensation increase and will continue to be paid \$9,166.66 per month for his services.

FISCAL IMPACT

See “Recommendation” section above.

Current projections by the Sheriff’s Office indicate that the line item for Physician Services will have a shortfall of \$81,623. This is due to assumptions made during the 2011-2012 budget process that included the restructuring of medical services within the jail. In addition, Dr. Watson’s monthly compensation from the County is higher than the previous Dr. The Sheriff’s Office and Deputy County Administrator are currently working on a solution.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT AMENDMENT
BETWEEN BENTON COUNTY AND DR. BROOKS WATSON II MD-MBA FOR
FURNISHING INMATE PHYSICIAN SERVICES FOR THE BENTON COUNTY JAIL
FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 11-279 the parties entered into a Personal Service Contract to
provide inmate physician services for the Benton County Jail Facility located in Kennewick,
WA; and

WHEREAS, the parties wish to amend the Personal Service Contract and extend the term of the
contract through December 31, 2012; and

WHEREAS, the parties also wish to increase the amount not to exceed to \$185,500.00; **NOW,
THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington
hereby approves the personal service contract amendment between Benton County and Dr.
Brooks Watson II MD-MBA attached hereto; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the
attached personal service contract amendment.

Dated this _____ day of _____ 2011.

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 25th day of Oct, 2011 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and DR. BROOKS WATSON II, MD-MBA, hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 11-279 the parties entered into a contract for 2011, whereby the contractor would provide inmate physician services for the Benton County Jail in Kennewick; and

WHEREAS, the COUNTY desires to amend the current agreement and extend the current contract through the calendar year of 2012 as well as to increase the total amount payable by the county; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below sections which shall be amended with the following:

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

The term of this Contract shall begin April 25, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. **Section 5. COMPENSATION** shall be removed and replaced with the following:

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$185,500.00
- b. Billings for services shall be submitted to the Benton County Sheriff's Office on a monthly basis. The bill shall detail the number of hours worked. Payment will be based on a rate of \$9,166.66 per month from May 1, 2011 through the end of the contract. Payment for the week of April 25, 2011 through April 29, 2011 shall be \$2,115.38.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the contract period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within five (5) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

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.

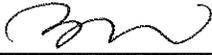
Date: _____

Date: 10/25/2011

Benton County

Dr. Brooks Watson II, MD-MBA

Chairman
Benton County, Commissioner



Signature

Brooks Watson, MD-MBA
Print Name and Title

Approved as to Form



Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	December 13, 2011	Execute Contract	<u> x </u>	Consent Agenda	<u> X </u>
Subject:	Tower Plaza Cleaners Contract - Sheriff	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	D. Pettey	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	K. Mercer	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

SUMMARY

The Sheriff's Office prepared a Request for Proposals for uniform cleaning services and placed an ad in the Tri-City Herald on Friday, October 14, 2011.

Additionally, the Sheriff's Office solicited Requests for Proposals from 28 cleaners within a 10 mile radius of the Sheriff's Office and received a response from the following organizations:

- Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA
- Home Town Organic Dry Cleaners, Pasco, WA
- New City Cleaners, Richland, WA
- 101 Cleaners, Richland, WA
- Columbia Cleaners, Kennewick, WA
- Norma's Laundry, Pasco, WA

Tower Plaza Cleaners & Laundromat, LLC was found to have the lowest prices relative to the services provided in addition to free delivery and pickup from the Sheriff's Office.

RECOMMENDATION

The Sheriff's Office recommends entering into a contract with Tower Plaza Cleaners & Laundromat for 2012.

FISCAL IMPACT

The amount not to exceed shall be \$50,000.00

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING TOWER PLAZA CLEANERS & LAUNDROMAT, LLC A PERSONAL SERVICE CONTRACT FOR UNIFORM CLEANING FOR THE SHERIFF'S OFFICE EMPLOYEES

WHEREAS, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton County Sheriff's Office prepared a Request for Proposals for uniform cleaning services and placed an ad in the Tri-City Herald on Friday, October 14, 2011,

WHEREAS, the Benton County Sheriff's Office additionally solicited Requests for Proposals from 28 cleaners within a 10 mile radius of the Sheriff's Office and received a response from the following organizations; and

- Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA (see attached quote)
- Home Town Organic Dry Cleaners, Pasco, WA (see attached quote)
- New City Cleaners, Richland, WA (see attached quote)
- 101 Cleaners, Richland, WA (see attached quote)
- Columbia Cleaners, Kennewick, WA (see attached quote)
- Norma's Laundry, Pasco, WA (see attached quote)

WHEREAS, Tower Plaza Cleaners & Laundromat, LLC was found to have the lowest prices relative to the services provided in addition to free delivery and pickup from the Sheriff's Office; and

WHEREAS, the Sheriff's Office recommends entering into a contract with Tower Plaza Cleaners & Laundromat for 2012; **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 Tower Plaza Cleaners & Laundromat, LLC in an amount not to exceed \$50,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences January 1, 2012 and expires on December 31, 2012.

Dated this _____ day of _____, 2011.

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 **Tower Plaza Cleaners & Laundromat, LLC**, with its principal offices at **1208 20th Ave. Pasco, WA 99301**, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **Terms and conditions herein**
- b. **Exhibit "A", Compensation**

2. DURATION OF CONTRACT

The term of this Contract shall begin **January 1, 2012**, and shall expire on **December 31, 2012**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Perform dry cleaning services, including pickup and delivery from the Kennewick Sheriff's Office, for employees of the Benton County Sheriff's Office.
- 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.

ff. Contract Extension w/Tri-Cities
Chaplaincy for Inmate Chaplain Services

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	December 13, 2011	Execute Contract	<u> x </u>
Subject:	Chaplaincy Service for Jail	Pass Resolution	<u> X </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

Per Resolutions 08-443, 08-996, 10-010, and 10-820 the Sheriff's Office entered into a Personal Service Contract with Tri-Cities Chaplaincy to provide inmate chaplain services for the Jail Facility.

SUMMARY

The Sheriff's Office is currently re-evaluating the Chaplaincy Services at the Benton County Jail and would like to extend the current contract with Tri-Cities Chaplaincy for a one-month period to complete their evaluation.

RECOMMENDATION

The Sheriff's Office and the Tri-Cities Chaplaincy wish to extend the contract terms and conditions through January 31, 2012 with a change to the compensation section stating that Tri-Cities Chaplaincy shall be paid a flat rate of \$12,331.08 for the time period of January 1, 2012 through January 31, 2012.

FISCAL IMPACT

The one-time cost will be \$12,331.08. This will be paid out of the Inmate Benevolence Fund (0116101).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

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

WHEREAS, per Resolutions 08-443, 08-996, 10-010, and 10-820 Benton County entered into a Personal Service Contract with Tri-Cities Chaplaincy to provide inmate chaplain services for the Benton County Jail Facility located in Kennewick, WA; and

WHEREAS, the Sheriff's Office is currently re-evaluating the Chaplaincy Services at the Benton County Jail and would like to extend the current contract with Tri-Cities Chaplaincy for a one-month period to complete their evaluation; and

WHEREAS, the parties wish to extend the contract terms and conditions through January 31, 2012 with a change to the compensation section stating that Tri-Cities Chaplaincy shall be paid a flat rate of \$12,331.08 for the time period of January 1, 2012 through January 31, 2012; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the personal service contract amendment between Benton County and Tri-Cities Chaplaincy in an amount not to exceed \$12,331.08 for the time period of January 1, 2012 through January 31, 2012; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached personal service contract amendment; and

Dated this _____ day of _____ 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

CONTRACT EXTENSION AGREEMENT

THIS CONTRACT EXTENSION AGREEMENT is made and entered into this ____ day of _____, 2011 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 was extended through December 31, 2011 via resolutions 08-996, 10-010, and 10-820; and

WHEREAS, the COUNTY is currently re-evaluating the Chaplaincy Services at the Benton County Jail and would like to extend the current contract with the CONTRACTOR for a one-month period to complete its evaluation; and

WHEREAS, the parties wish to extend the contract terms and conditions with a change to Section 5 COMPENSATION. "CONTRACTOR shall be paid a flat rate of \$12,331.08 for the time period of January 1, 2012 through January 31, 2012." and

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

1. Notwithstanding prior amendments, and the provisions in **SECTION 2**, to extend the contract through January 31, 2012.
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 \$12,331.08 for the time period of January 1, 2012 through January 31, 2012.

The maximum total amount payable by the COUNTY to the CONTRACTOR for the time period of January 1, 2012 through January 31, 2012 shall not exceed \$12,331.08.

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: 12-6-11

Benton County

Tri-Cities Chaplaincy

Chairman
Benton County Commissioner

Bette A. Cooper
Signature

Approved as to Form

Bette A. Cooper, Executive Director
Print Name and Title


Ryan Lukson,
Deputy Prosecuting Attorney

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	_____	Type of Action		
MEETING DATE:	12/13/11	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT:	2012 Percentage Rates for salaries for Benton & Franklin Counties Superior Court	Pass Resolution	<u> X </u>	PUBLIC HEARING _____
		Pass Ordinance	_____	1 ST DISCUSSION _____
		Pass Motion	_____	2 ND DISCUSSION _____
Prepared By:	Pat Austin	Other	_____	OTHER _____
Reviewed By:	L. Smith-Kelty Keith Mercer	Approve for Hearing	_____	

BACKGROUND INFORMATION

Resolution to establish percentage rates for salaries for 2012 for the Benton & Franklin Counties Superior Court.

SUMMARY

Percentage rates are established based on Resolution and Memorandum of Understanding outlined in the attached Resolution.

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

None

MOTION

I move to approve joint resolution no. _____ in the matter of adopting the percentage rates for salaries for the Benton & Franklin Counties Superior Court.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF ADOPTING THE PERCENTAGE RATES FOR SALARIES FOR BENTON-FRANKLIN SUPERIOR COURT

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court non-bargaining 2012 salaries is based on the previous full-year case filings described on (Attachment "A") and pursuant to the Memorandum of Understanding and Agreement (Benton County #99-038; Franklin County #99-029; and

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court Judges, Judges Pro Tempore, and Court Commissioners 2012 salaries is based on the 2010 real property valuation for 2011 (reflected on Attachment A) and pursuant to the Memorandum of Understanding and Agreement (above);

NOW THEREFORE, BE IT RESOLVED, the Boards of County Commissioners of Benton and Franklin hereby approve that:

1. The 2012 percentage rate for the Superior Court non-bargaining salaries is 27.15% for Franklin County and 72.85% for Benton County.

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2. The 2012 percentage rate for the Superior Court Judges, Superior Court Commissioners and Judges Pro Tempore salaries is 26.70% for Franklin County and 73.30% for Benton County.

Dated this _____ Day of _____, 20__.

Dated this _____ Day of _____, 20__.

Board of Benton County Commissioners

Board of Franklin County Commissioners

Chairman

Chairman

Chairman Pro Tem

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners of
Benton County, Washington

Constituting the Board of
County Commissioners of
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

ATTACHMENT "A"

Benton and Franklin County Superior Court
Year 2012 Budget (Cost Allocation)

(1) Case Filings by County:

	<u>Civil</u>	<u>Criminal</u>	<u>Combined</u>	<u>% of Use</u>
Benton County	5,606	1,322	6,928	72.85%
Franklin County	<u>2,137</u>	<u>445</u>	<u>2,582</u>	27.15%
TOTAL:	7,743	1,767	9,510	100.00%

(2) Assessed Valuation:

Benton County	\$13,903,637,676	-	73.30%
Franklin County	\$ 5,064,304,874	-	26.70%
TOTAL:	\$18,967,942,550	-	100.00%

(1) Caseload data was provided by the Washington State Administrative Office of the Courts

(2) Assessed value was provided by the Benton and Franklin County Assessor's Offices