

March 15, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

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

Present: Chairman James Beaver
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner Leo Bowman (attending NACO Conference in D.C.)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Mike Shuttleworth and Susan Walker; Planning; DPA Ryan Brown; DPA Sarah Perry; Steve Becken and Malcolm Bowie, Public Works.

Workshop

Thank You Letters

Chairman Beaver requested Mr. Fyall put together some thank you letters to the work groups that participated in the trail work at Badger Mountain.

Coroner's Office

Chairman Beaver asked about the request from the Coroner to supplement his budget. Mr. Sparks stated that supplements were done in September and it was way too early in the year to worry about running out of money. He said that line item transfers could be done at this time if he needed to move some money around and there were innovative ways he could work with his budget. The Board requested Mr. Sparks and Ms. Smith Kelty work with the Coroner in preparing a line item transfer and discussing some ideas to help with his budget.

5-10 Year Plans

Chairman Beaver said he had received a report from the Sheriff and asked if any other departments had come forward. Commissioner Benitz suggested a good time to discuss the goals and objectives would be at the elected officials' meeting on Wednesday.

Mr. Sparks stated that Eric Hsu taught classes on creating strategic plans and would actually be teaching a class to his managers this week. Additionally, Mr. Hsu would be presenting his

strategic plan at next Monday's board meeting. Mr. Sparks added that the Elected Officials wanted some assurance that these reports would be reviewed and that it was not just a futile effort on their part.

Animal Shelter Update

Roy Rogers stated the site drawings were submitted to the City of Kennewick and they were allocated 17 days to get approval. Additionally, he had been talking with Benton PUD regarding the easement for power and was working on an irrigation easement. He said that things were moving along fairly well and he anticipated going to bid on the 15th. He said they would need to pick the contractor first and he would have a certain number of days to pick a supplier of the prefab building and submit the engineered drawings before receiving their permit.

Commissioner Benitz asked about reviewing the ordinance and Mr. Sparks said his assumption was the last time it was reviewed it was good to go. However, over the next couple of weeks they would be working out the administrative issues and could bring back the ordinance for review.

City of Benton City – Park District Request

Commissioner Benitz said he wanted to respond back to the Mayor of Benton City about a process and timeline for moving forward with their request. Additionally, he wanted to find out how it would impact the county residents and other taxing districts. Chairman Beaver agreed that some analysis should be done on the issue and agreed with sending a letter. Commissioner Benitz said he would sit down with Mr. Sparks to review putting together a letter to Benton City.

Trip to Olympia

Chairman Beaver briefed the Board on his trip to Olympia regarding water issues with the Dept. of Ecology. He said the short version was that Dept. of Ecology stated it was their job to regulate the water and they did not accept the proposal from the Snake River Irrigators. He said there was some discussion about sitting down again with groups.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of March 1, 2010 were approved.

Item "f" (Compensation of Attorney R. Swinburnson) was pulled from the consent agenda.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items "a" through "h", pulling "f". Chairman Beaver seconded and upon vote, the Board approved the following:

Commissioners

- a. Metro Interlocal Agreement; Rescinding Resolution 09-809

Facilities

- b. Contract w/Industrial Equipment Solutions for Maintenance on Salle Port Doors
- c. Line Item Transfer, Fund No. 0000-101, Dept. 110

Fairgrounds

- d. Lease Agreement w/The Society for Creative Anachronism, Inc.

Juvenile

- e. Personal Services Contract w/Kennewick School District

Public Works

- g. Surplus of Personal Property
- h. Agreement w/City of Kennewick for the Bituminous Surface Treatment 2010

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

Executive Session - Union Negotiations

The Board went into executive session at 9:05 a.m. with DPA Sarah Perry to discuss union negotiations for approximately 10 minutes. Also present were David Sparks, Cami McKenzie, Ryan Brown, Melina Wenner, and Loretta Smith Kelty. The Board came out at 9:17 a.m. and Ms. Perry stated the Board took no action.

Vouchers

Check Date: 03/05/2010
Warrant #: 5044-5220
Total all funds: \$1,374,979.84

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

Resolutions

- 10-142: Metro Interlocal Agreement; Rescinding Resolution 09-809
- 10-143: Contract w/Industrial Equipment Solutions for Maintenance on Salle Port Doors
- 10-144: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 10-145: Lease Agreement w/The Society for Creative Anachronism, Inc.
- 10-146: Juvenile - Personal Services Contract w/Kennewick School District
- 10-147: Surplus of Personal Property
- 10-148: Agreement w/City of Kennewick for the Bituminous Surface Treatment 2010

There being no further business before the Board, the meeting adjourned at approximately 9:17 a.m.

Clerk of the Board

Chairman

Q

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	March 15, 2010	Execute Contract	_____
Subject:	Authorizing purchase of computer and printer consumables	Pass Resolution	<u> x </u>
Prepared By:	J. Randall Reid	Pass Ordinance	_____
Reviewed By:	Loretta SmithKelty	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The attached resolution is similar to the one approved earlier this year (10-002) providing explicit authority to Central Services to make purchases approved as part of the 2010 budget. In this case, the approval is for the purchase of computer and printer consumables, especially toner and ink cartridges. The 2010 budget approved for these items was over \$100,000. The expenditures occur weekly throughout the year. The prices of the printer consumables can fluctuate widely during a given year as most ink and toner are petroleum based products. Rather than attempt to find one vendor through some sort of formal RFP process, we have historically sought competitive prices from several vendors, checking them routinely throughout the year. We have also sought to use local vendors who will not only compete on prices, but also deliver the cartridges -- sometimes on very short notice -- and pick up the expended cores, in many cases extending a credit to the county.

SUMMARY

The attached resolution authorizes Central Services to purchase consumables from various vendors throughout the budget year up to the amount approved in the 2010 budget and any applicable supplemental appropriations.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING CONSUMABLE COMPUTER AND PRINTER SUPPLIES.

WHEREAS, most consumable supplies like toner and ink cartridges used by Benton County offices are purchased by Benton County Central Services throughout the budget cycle; and

WHEREAS, the budget for Central Services includes a line item specifically for computer related consumables; and

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

WHEREAS, Central Services regularly checks pricing with vendors that will provide competitive prices and services to both deliver the consumables and, in the case of printer supplies, pick up the expended cores; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Benton County Central Services is authorized to purchase computer and printer consumables through multiple vendors to the amounts approved within the 2010 budget, as adopted or amended, without soliciting formal bids or further authorization by the Board of Benton County Commissioners.

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

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	March 15, 2010	Execute Contract	_____
Subject:	Approving AFPS with Tyler-Eden	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta SmithKelty	Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

In preparation for developing a biannual budget, Tyler Technologies-Eden Division has been asked to provide four days of on site consulting and training. The purpose is to assist in setting up the county *Inforum Gold* financial software to accommodate the change in budgeting. Additional training for the Position Budgeting module is also included. Staff from the Commissioners', Auditor's, and Central Services' offices will be involved. The original contract (2000) provides for additional services using an "Authorization for Professional Services" (AFPS).

SUMMARY

Authorize Central Services Manager to sign an Authorization for Professional Services with Tyler Technologies-Eden Division.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None. Professional services funds are available in the Central Services budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AUTHORIZATION FOR PROFESSIONAL SERVICES WITH TYLER TECHNOLOGIES-EDEN DIVISION.

WHEREAS, Benton County and Eden Systems entered into an agreement on June 5, 2000, approved by Resolution 00-232 of the Board of Benton County Commissioners, for acquisition and support of *Inforum Gold* financial software; and

WHEREAS, Eden Systems was subsequently acquired by Tyler Technologies; and

WHEREAS, the agreement provides for subsequent services provided by Tyler Technologies-Eden Division through use of an Authorization for Professional Services (AFPS) at the rates current when the AFPS is issued; and

WHEREAS, Benton County has asked Tyler Technologies-Eden Division for consultation and training related to configuring the *Inforum Gold* financial software for a biannual budget; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services be authorized to sign the AFPS with Tyler Technologies-Eden Division for the professional services noted herein; and

BE IT FURTHER RESOLVED that the expenses for said services are not exceed \$8,000.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

C

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 15 Mar 2010	Execute Contract	Consent Agenda X
Subject: Badger Mtn letters	Pass Resolution	Public Hearing
Memo Date: 10 Mar 2010	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion X	2nd Discussion
Reviewed By:	Other	Other

SUMMARY & BACKGROUND

Per last week's Board workshop, I have drafted five similar but separate letters for Board consideration. These letters acknowledge the various groups involved in the latest round of trailbuilding at Badger Mountain.

#

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 15, 2010

Friends of Badger Mountain
Post Office Box 24
Richland, Washington 99352

Re: Badger Mountain Centennial Preserve – New Trails

Dear Friends,

The Board of Commissioners would like to thank you for your efforts in building the new trail segments on Badger Mountain this spring. The current project marks yet another achievement in public access to the great resource that is Badger Mountain. It is also a testament to strong partnerships, as your ability to bring several groups such as the Washington Trails Association, Rattlesnake Ridge Riders, Chinook Cycling Club, and REI together to work toward a common goal is to be commended.

We want to especially recognize Jim Langdon, the Friends Trailmaster from the very beginning. We realize that Jim has guided the trailbuilding on all of the Badger trails and has become the "face of the mountain" for many patrons. The first two trails and now the segments being added this year have been designed and built to high standards, which is evidenced by both their popularity and their durability. Jim is to be commended for his designs and routing, and especially for coordinating the logistics of the trail building and maintenance events that have made the mountain such a destination for thousands of people.

We realize that the trails on Badger Mountain receive over 60,000 visits per year, and the new trails will enhance the visitor experience as we are able to open more of the Preserve to the public's use.

We appreciate all of your dedication and hard work on Badger Mountain, and we look forward to marking the five year anniversary of the Preserve later this spring.

Thank you,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 15, 2010

Chinook Cycling Club
2120 Hamilton Avenue
Richland, Washington 99354

Re: Badger Mountain Centennial Preserve – New Trails

Dear Cyclists and Trail Enthusiasts,

The Park Board would like to thank you for your efforts in building the new trail segments on Badger Mountain. We realize that Chinook members are heavy users of the Preserve and that you have worked on trail building and maintenance since the first trails were being built nearly five years ago. We appreciate that your club are also co-organizers of the Badger Mountain Time Trail, which is the longest-running annual event in the park.

Thank you again for your volunteerism, patronage, and advocacy. Your riders set a great example for partnership and participation.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 15, 2010

Rattlesnake Ridge Riders
Post Office Box 63
Benton City, Washington 99320

Re: Badger Mountain Centennial Preserve – New Trails

Dear Equestrians and Trail Enthusiasts,

The Board of Commissioners would like to thank you for your efforts in building the new trail segments on Badger Mountain this year. We realize that there is a lot of pressure on riding areas, and hope that adding nearly two miles of new multi-use trail at Badger will make the Preserve more enjoyable and accommodating for the horse community.

In addition to recognizing your volunteers who have contributed their labor on the mountain this year, we also want to thank you for your efforts in securing the grant monies that paid for gravel and boulders that are being used to surface and support the new trails.

Thank you again for your patronage and advocacy. Your riders set a great example for partnership and participation, and are great promoters of outdoor recreation.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 15, 2010

Washington Trails Association
2019 Third Avenue – Suite 100
Seattle, Washington 98121

Re: Badger Mountain Centennial Preserve – New Trails

Dear Board Members, Staff, and Crew Leaders,

The Board of Commissioners would like to thank you for your efforts in assisting with the construction of new trail segments on Badger Mountain on March 6th and 7th. We recognize that several WTA crew leaders made the trip over from Western Washington to spend their weekend here, working with the Friends of Badger Mountain on the project, and we appreciate that commitment.

The statistics are amazing – Badger Mountain has well over 60,000 hiker visits per year now. Your crew leaders probably saw evidence of the park's popularity when they were out there working. As such, it is important to have volunteers and organizations committed to conserving and maintaining these resources, and so we appreciate the efforts of WTA and others.

Thank you again for all of your hard work. We hope you enjoyed your stay in our community.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 15, 2010

Recreational Equipment, Incorporated
129 North Ely Street
Kennewick, Washington 99336

Re: Badger Mountain Centennial Preserve – New Trails

Dear REI Team Members,

The Board of Commissioners would like to thank you for your efforts in assisting with the construction of new trail segments on Badger Mountain on March 6th and 7th. We recognize that several REI staff members spent part of their weekend working with the Friends of Badger Mountain on the project, and we appreciate that effort.

Especially helpful in this trail-building project, is the money provided to the Rattlesnake Ridge Riders through an REI grant that is being used to purchase gravel and boulders for the trail surface and structure. Without these kinds of partnerships, great projects like this generally do not get done. We appreciate both your sweat equity and your financial equity in this project.

The trails on Badger Mountain receive over 60,000 hiker visits per year. It is an outstanding outdoor recreational asset in our community, and we thank you again for your hard working in developing and maintaining this great park.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/15/2010 Subject: Ye Olde Car Club of the Tri-Cities Prepared by: cmb Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Ye Olde Car Club of the Tri-Cities. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Ye Olde Car Club of the Tri-Cities to hold their annual Swap Meet and Antique Car Show at the Fairgrounds on May 1, 2010.

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

The Deputy County Administrator recommends approval of the Lease Agreement with the Benton-Franklin Fair Association.

RECOMMENDATION

Move the Lease Agreement with the Ye Olde Car Club of the Tri-Cities be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE YE OLDE CAR CLUB OF THE TRI-
CITIES**

WHEREAS, the Ye Olde Car Club of the Tri-Cities will provide the Benton County Fairgrounds \$1,061.00 to hold a annual swap meet and antique car show at the Fairgrounds on May 1, 2010; and

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

WHEREAS, the Benton County Deputy Administrator recommends the Ye Olde Car Club of the Tri-Cities Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Ye Olde Car Club of the Tri-Cities shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Ye Olde Car Club of the Tri-Cities.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **December 22, 2009**

LEASE AGREEMENT NUMBER: **021.10**

EVENT DATE(S): **May 1, 2010**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 2, Commercial Pavilion, Carnival Area, Oak Street Area**

LESSEE: **Ye Olde Car Club of the Tri-Cities, a Washington Non-Profit Corporation**

MAILING ADDRESS: **PO Box 4566, West Richland, WA 99353**

CONTACT: **Millard Edwards, Treasurer**

HOME PHONE: **967-9361 Ed Edwards**

TIME OF THE EVENT: **8:00 am – 5:00 pm**

TYPE OF EVENT: **Swap Meet and Antique Car Show**

ESTIMATED ATTENDANCE: **500**

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION OF THE EMERGENCY ROOF
REPAIRS LOCATED AT BOTH THE BENTON COUNTY FAIRGROUNDS AND THE
JUSTICE CENTER, KENNEWICK, WA

WHEREAS, as per Resolution 10-006 dated January 4, 2010, Benton County entered into
a contract with J. R. Swigart, Co., Inc., Pasco, WA - Contractors License No.
JRSWIC1055KN for the storm damage roof repair located at the Benton County
Fairgrounds; and

WHEREAS, as per Resolution 10-099 dated February 22, 2010, the Board of Benton
County Commissioners approved the first amendment to said contract to repair additional
roof damage that was discovered at the Fairgrounds and roof damage that was detected at
the Benton County Justice Center; and

WHEREAS, the Benton County Facilities Manager determined the project reached
completion on January 14, 2010; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County,
Washington, the Board hereby accepts the Roof Repair projects complete; and

BE IT FURTHER RESOLVED, the Board of Commissioners hereby authorizes the
Chairman of the Board to sign the Standard Roof Warranty Agreement attached hereto.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Orig: File - Lisa Small
cc: Auditor; R. Ozuna; B. Perry



No 1119

Standard Roof Warranty Agreement

Whereas, J.R. Swigart Company, P.O. 2753, Pasco, Washington 99302, herein called "the Contractor", has completed application of the following roof:

Owner Benton County
 Address of Owner 7320 West Quinatt Kennewick, WA
 Type and Name of Building Fair Grounds Grandstand
 Location Kennewick, WA
 Type of Roof TPO
 Date of Completion 1-14-2010
 Date Agreement Expires 1-14-2015

Whereas, at the inception of such work the Contractor agrees to warrant the aforesaid roof against faulty materials or workmanship for a limited period and subject to the conditions herein set forth.

Now therefore, the Contractor hereby agrees, subject to the conditions herein set forth, that during a period of 5 years from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in material or workmanship applied by or through the Contractor as may be necessary to maintain said roof in watertight condition.

This Warranty Agreement is made subject to the following conditions:
Specifically excluded from this agreement is any and all damage caused by lightning, wind gusts in excess of 54 mph, hailstorm or other unusual phenomena of the elements, foundation settlement, failure or cracking of the roof deck, defects or faulty construction and/or leakage due to erosion and/or porosity of chimneys, skylights, vents, supports or other parts of the building, or fire. The roof drains, valleys, etc. must be kept clear and free of dirt and debris. The roof is not to be used as a promenade deck, work deck, or sprayed or flooded, unless specifically agreed upon or specified at time of application of roofing. If the roof is damaged by reason of any of the foregoing this agreement shall thereupon become null and void for the balance of the agreement period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.

Nothing in this instrument shall render the Contractor liable for consequential damages to the building or contents resulting from any defects in said roof.

No work shall be done on said roof, including, but not without limitation, openings made for flues, vents, drains, sign braces or other equipment fastened to or set on the roof, unless the Contractor shall be first notified, shall be given opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this agreement null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.

This agreement shall not be or become effective unless and until the Contractor has been paid in full on said roof in accordance with the agreement pursuant to which such roof was applied.

Additional conditions or exclusions. _____

In Witness Whereof, this instrument has been duly executed this 15 day of January 2010

ACCEPTED BY:
 (OWNER)
 Signature _____

 Signature Date _____

J.R. SWIGART CO.
 By Roger Swigart
 Title PRESIDENT
 Signature Date 1-15-2010

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/15/10 Subject: Gold Wing Road Riders Association, Inc.	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: cmb Reviewed by: lsk		

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Gold Wing Road Riders Association, Inc. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Gold Wing Road Riders Association, Inc. to hold their annual motorcycle rally at the Fairgrounds on May 28 – 30, 2010.

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

The Deputy County Administrator and Fair Grounds Office Manager recommends approval of the Lease Agreement with the Gold Wing Road Riders Association, Inc.

RECOMMENDATION

Move the Lease Agreement with the Gold Wing Road Riders Association, Inc. be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE GOLD WING ROAD RIDERS
ASSOCIATION, INC.**

WHEREAS, the Gold Wing Road Riders Association, Inc. will provide the Benton County Fairgrounds \$1842.00 plus camping fees to hold a motorcycle rally at the Fairgrounds on May 28 – 30, 2010; and

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

WHEREAS, the Benton County Deputy Administrator and Fair Grounds Office Manager recommends the Gold Wing Road Riders Association, Inc. Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Gold Wing Road Riders Association, Inc. shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Gold Wing Road Riders Association, Inc.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **December 8, 2009**

LEASE AGREEMENT NUMBER: **019.10**

EVENT DATE(S): **May 28-30**

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Grounds – Including Buildings 3,4, Oak Street Area, North and Central Lawn and West RV Areas**

LESSEE: **Gold Wing Road Riders Association, Inc.**

MAILING ADDRESS: **710 N 8th Ave, Pasco, WA 99301**

CONTACT: **Alex Piper, Chapter Director**

HOME PHONE: **509-546-0846** WORK PHONE:

CELLULAR PHONE: **509-492-0100**

TIME OF THE EVENT: **Friday – Sunday 8:00 am -11:00 pm**

TYPE OF EVENT: **Desert Spring Fling 2010**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO

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>
MEETING DATE: B/C 03-15-10 F/C 03-17-10		PUBLIC HEARING
SUBJECT: Signature on Contract with ARAMARK Correctional Services		1ST DISCUSSION
Prepared By: Donna A. Lee		2ND DISCUSSION
Reviewed By: Sharon Paradis		OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center has a current contract with ARAMARK Correctional Services for detention food services. Under Section 2 (Duration of Contract) of the current contract, a request for proposal for Detention Food Services was let and closed in June 2009. This new contract with the selected vendor is for the term of March 01, 2010 through June 30, 2010.

SUMMARY

ARAMARK continues to provide for food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Food Services Contract between the Benton-Franklin Counties Juvenile Justice Center and ARAMARK Correctional Services, as written.

FISCAL IMPACT

The food service rates are included in Juvenile's 2010 approved budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Food Services Contract between ARAMARK Correctional Services and the Benton-Franklin Counties Juvenile Justice Center.

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 FOOD SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Food Service Contract between ARAMARK Correctional Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing March 01, 2010 and terminating on June 30, 2010, 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 15th day of March 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 17th day of March 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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

FOOD SERVICES CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND ARAMARK CORRECTIONAL SERVICES, LLC

THIS CONTRACT is made and entered into by and among 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 (hereinafter, collectively referred to as, "Counties"), and ARAMARK CORRECTIONAL SERVICES, LLC, with its principal offices at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (hereinafter "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract includes the following exhibits, which are incorporated herein by reference:

- A. Scope of Services and Contractor Responsibilities
- B. Certification Regarding Lobbying Child Nutrition Programs
- C. Instructions for Completion of SF-LLL Disclosure of Lobbying Activities
- D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- E. Instructions for Certification
- F. Affirmative Action Contract Compliance Statement
- G. Certificate of Independent Price Determination
- H. Kitchen Capital Equipment Inventory
- I. Small Ware Inventory
- J. Sample Market Basket of Products Calculation

2. DURATION OF CONTRACT

The term of this Contract shall begin on **March 1, 2010**, and shall expire on **June 30,**

RESOLUTION

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND PURCHASE OF A BRAKE LATHE WITH BENCH AND ACCESSORY PACKAGE

WHEREAS, resolution 09-811 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued at between \$5,000 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations for a brake lathe with bench and accessory package were received from three vendors on the Benton County Vendor List; as follows:

Norwest Shop Equipment, Spokane Valley, WA	\$6,948.00
O'Reilly Auto Parts, Kennewick, WA	\$7,045.00
Gamco, Inc., Chicago, IL	\$7,190.00;

and

WHEREAS, the Public Works Manager recommends award of the business to Norwest Shop Equipment, Spokane Valley, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Road with one Brake Lathe with Bench and Accessory Package be awarded to Norwest Shop Equipment, Spokane Valley, Washington, in the amount of \$6,948.00, and Washington State Sales Tax in the amount of \$576.68; and

BE IT FURTHER RESOLVED that the Public Works Manager is hereby authorized to proceed with the purchase.

Dated this 15th day of March 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington
SWB:LJM:slc

RESOLUTION

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

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

WHEREAS, by resolution dated March 1, 2010, bid call was authorized for E. R. & R. Purchase
of Refined Petroleum Products – Bulk Diesel Fuel; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the County Engineer recommends award of the contract to Bleyhl Farm Service,
Inc., Grandview, Washington; NOW, THEREFORE,

BE IT RESOLVED, that the business of supplying Benton County with Refined Petroleum
Products – Bulk Diesel Fuel be awarded to Bleyhl Farm Service, Inc.; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the
purchase.

Dated this 15th day of March, 2010

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL

LOCATION: BENTON COUNTY
 LET BY: BOARD OF COUNTY COMMISSIONERS

DATE: March 10, 2010, 10:30 a.m., Local Time
 Estimated Quarterly Usage is: 11,000 Gallons

Firm Name and Address	Fuel Type	Major Supplier	Reference City	Price Per Gallon
BLEYHL FARM SERVICE, INC. 940 East Wine Country Road Grandview, WA 98930-8982	Ultra Low Sulfur No. 2 Dyed Diesel	BP	Pasco	\$2.2462
CHS, INC. Energy Division 2525 North Rainier Avenue Pasco, WA 99301	Ultra Low Sulfur No. 2 Dyed Diesel	CENEX	Pasco	\$2.2650
BYRNES OIL COMPANY P O Box 2216 Walla Walla, WA 99362	Ultra Low Sulfur No. 2 Dyed Diesel	COP (u)	Pasco	\$2.2772
CONNELL OIL, INC. P O Box 3998 Pasco, WA 99302-3998	Ultra Low Sulfur No. 2 Dyed Diesel	BP	Pasco	\$2.2809
WONDRACK DISTRIBUTING, INC. P O Box 2775 Tri-Cities, WA 99302-2775	Ultra Low Sulfur No. 2 Dyed Diesel	BP	Pasco	\$2.2979
R. E. POWELL DISTRIBUTING COMPANY P O Box 98 Grandview, WA 98930	Ultra Low Sulfur No. 2 Dyed Diesel	CONOCO (u)	Pasco	\$2.3220
COLEMAN OIL COMPANY P O Box 1308 Lewiston, ID 83501	Ultra Low Sulfur No. 2 Dyed Diesel	COP (u)	Pasco	2.4775

j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, the Treasurer's Office has a check scanner (Digital Check Corporation, model Tellerscan TS220E, sn 20805022042, purchased in 2005) that was made outmoded by advances in check handling in the Treasurer's office and, is of no further use to the Treasurer's Office, and,

WHEREAS, Benton County Fire District 2 has expressed interest in using the check scanner in their receipting system which would be a precursor to similar uses throughout the County's Special Purpose Districts, and thereby simplify receipting for those Special Purpose Districts implementing a check scanner; and,

WHEREAS, the implementation of similar check scanners would increase efficiency for both the Special Purpose Districts and the County; and,

WHEREAS, the Personal Property Manager has determined that the check scanner is not desired by any other county department or office; and,

WHEREAS, the check scanner has a value less than \$50; and,

WHEREAS, it is the recommendation of the Personal Property Manager and the Treasurer's Office that the outmoded check scanner should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus outmoded personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and as supported by the Treasurer's Office, the outmoded check scanner is hereby surplused and to be donated to Benton County Fire District 2.

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

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

Prepared by D. Davidson

Introduction

As the Benton County Indigent Defense Coordinator, I am very pleased to present the 2009 Annual Report for the Benton County Office of Public Defense to the Benton County Board of County Commissioners.

2009 has been a very successful year with many accomplishments that have brought Benton County into compliance with relevant statutory provisions and state guidelines, and that have advanced this department's Mission & Purpose.

Mission & Purpose

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

Key Achievements in 2009

With the Board's gracious and unwavering support, and with the cooperation of many different departments and people, this office was able to advance its Mission & Purpose by the following Key Achievements:

1. Indigent Defense Ordinance

RCW 10.101.030 requires every County to implement standards for the delivery of indigent defense services in form of either an ordinance or resolution. With consensus from all parties involved in the criminal justice system, a comprehensive indigent defense ordinance was passed in the Summer of 2009.

Key benefits of passage of this ordinance include:

- Compliance with statutory requirement
- Continued eligibility for funding from Washington State Office of Public Defense
- Increased transparency leading to greater public trust

2. Interlocal Agreement

Benton County has, for many years, provided indigent defense services to the Cities of Prosser, West Richland, Richland and Kennewick ("Cities"). Prior to 2009, these services were provided and paid for informally, with no agreement in place. Furthermore, while Benton County bore the burden of the administration of these services, the reimbursement from the cities did not take administrative costs into consideration.

During 2009, this office met numerous times with representatives from each of these cities and successfully negotiated interlocal agreements for the continued provision of indigent defense services to Cities. In addition to provisions that protected the legal interests of each party, these agreements also contained a provision requiring Cities to pay an additional 5% as an administrative fee.

As of the date of this report, the interlocal agreement with the City of Prosser has been fully executed. The interlocal agreement with the City of Richland has been executed by the City and is awaiting final review by outside counsel prior to execution by the Board. The interlocal agreement with the City of Kennewick is scheduled to be considered by the Kennewick City Council in the first weeks of January, 2010 and is anticipated to be executed at that time. The interlocal agreement with the City of West Richland...

Key benefits of the implementation of these interlocal agreements include:

- More compensation for County administrative overhead
- Liability protection
- Ability to continue to work collaboratively with the cities on programs thereby improving indigent defense in Benton County District Court overall

Summary: Interlocal agreements for the provision of indigent defense services, with the cities of Richland, Kennewick and Prosser are now in place. An interlocal agreement with the city of West Richland should be executed by its City Council by the time of the presentation of the report.

3. Staff Attorney program

Prior to 2009, the actual delivery of indigent defense services for Benton County District Court was handled exclusively through attorney contractors. While this system generally worked fairly well, there were some noticeable drawbacks. The most significant of these drawbacks was the

need to negotiate increased or additional compensation anytime there were to be additional duties or assignments of any sort. For example, appeals from District Court to Superior Court all had to be assigned individually and paid individually at a rate of several hundred dollars each, above and beyond the contractors' regular monthly compensation. Furthermore, no representation at initial arraignments was afforded since the assignment of any contractor to such duties would have required additional compensation.

In Spring 2009, this office made a proposal to restructure and hire, as full-time Benton County employees, two staff attorneys to provide indigent defense in Benton County District Court in addition to the existing contractors¹. These two attorneys have now been working as full-time indigent defense attorneys for over four months now and their job performance has been very good on virtually all aspects of their positions. One attorney has been assigned as the only indigent defense attorney on the Benton County/West Richland docket, and the other has been assigned as the only indigent defense attorney on the Washington State Patrol docket.

Key benefits of this office reorganization include:

- The ability to effectively staff the Benton County/Richland and Washington State Patrol dockets with fewer attorneys
- The ability to assign additional responsibilities to these attorneys without incurring additional costs as would usually be the case with contract attorneys. These staff attorneys are currently assigned to handle Tuesday failure to pay fine dockets and out-of-custody arraignment dockets in addition to their regular criminal docket responsibilities
- Cost savings associated with 155 cases that were assigned to the staff attorney for the Benton County/Richland docket instead of to overflow attorneys²
- The ability to assign them to handle District Court appeals to Superior Court without paying the \$500 fee that is otherwise paid to contract attorneys to handle them.

Summary: The Office of Public Defense was reorganized to eliminate two contract positions and replace them with fully employed staff attorneys. These staff attorneys have been able to assist in reducing overflow cases by at least 155 cases, and also will be assigned virtually all District Court appeals (except those that pose a conflict) saving \$500 per appeal.

4. In-Custody Representation Program

¹ At this time, two contractors had multiple contracts, which was in violation of the later passed indigent defense ordinance. The excess contracts were terminated and the funds saved were used to compensate the two new staff attorneys.

² This is based on a review of appointment statistics reported by Benton County District Court.

The Benton County District Court In-Custody Representation Program (“ICRP”) was implemented in April, 2009. It has been extremely successful, garnering praise from prosecutors, judges, local cities, and even being referenced by the State Office of Public Defense as a model success in a letter written to the Supreme Court.

The context of this program is probably best explained by describing the District Court case-flow in general. When people are arrested for District Court crimes or probation violations, unless they are able to post scheduled bail immediately, they are generally held in jail overnight and appear at an appearance called *initial appearance*. *Initial appearances* are held every business day inside the Benton County Jail and are presided over by a District Court Judge. At *initial appearance*, defendants are advised of their charges or probation violation allegations, advised of their rights, and permitted to enter a plea. Custody decisions (whether to release the defendant, or hold on a certain amount of bail) and probable cause determinations (judge decides whether the evidence presented is sufficient to hold the defendant) are also made at this time.

Traditionally, *initial appearances* have been held without any attorneys in attendance. Instead, if a defendant pled not guilty to a new criminal charge or asked for a hearing on a probation violation, the matter was set for a hearing in an actual courtroom, and often some bail was set. While these bail amounts were generally modest (\$250-750) they were often out of reach of the defendants and they remained in custody until the next appearance.

There were many problems posed by this traditional model of *initial appearance*. First, Courts of Limited Jurisdiction Criminal Rule (CrRLJ) 3.1 states that “the right to a lawyer shall accrue as soon as feasible after the defendant has been arrested...” and “[a] lawyer shall be provided at every critical stage of the proceedings.” Considering all of the important decisions being made at these hearings including whether the defendant was to stay in jail, and, in some cases, considering that defendants plea and are sentenced at these hearings in an attempt to get out of jail, it is very difficult to argue that *initial appearance* is not a “critical stage” or that the right to a lawyer doesn’t otherwise accrue at this point. In fact, the ACLU has been funding and sponsoring efforts to file suit against counties and cities that do not provide representation at these hearings.

Second, defendants were routinely held in jail far in excess of the time they would have otherwise served had their case been resolved at *initial appearance*. For example, a defendant who was in custody for failing to attend treatment might stay in jail for over 4 weeks until the next compliance docket, only to appear on the docket and have the prosecutor ask for 1 or 2 days in jail and a re-referral to treatment - something that could easily have been done (and which is now done) at the *initial appearance*.

Finally, defendants are often in custody for multiple cases from multiple jurisdictions at a time. For example they may have been arrested on a new DUII charge (arrest by WSP) and, at the same time have warrants for probation violations from Kennewick and Richland, and have a pending theft charge being prosecuted by the Benton County Prosecutor’s Office. The *initial*

appearance is the only time when all of these cases are before the same judge at the same time. If this matter is not resolved at this time, then this defendant will have multiple court appearances, on multiple dockets to attend to, resulting in substantial waste of resources and substantial delay in resolving the cases.

Now, the ICRP attorneys attend all District Court in-custody initial appearances (every business day) and provide provisional representation to all defendants on those dockets. At these appearances, they have been able to resolve almost all compliance cases, and have also been able to resolve many of the lower level new criminal offenses (such as lower thefts, Driving While Suspended, Possession of Drug Paraphernalia etc) through plea bargaining with the various District Court prosecution authorities. It appears that new criminal cases resolved by this team (primarily in the second half of the year) number over 380 cases³.

Key Benefits of the ICRP include:

- Liability protection by protecting the interests of defendants at this critical stage of prosecution⁴
- Reduction of jail usage by almost \$400,000 without any change in charging, plea negotiation or bail setting practices
- Resolution of at least 380 new criminal cases without a need to

Summary: A new program was implemented in 2009 providing provisional legal representation to all defendants at District Court in-custody initial appearances. During the slightly over 6 months of full operation of this program, in addition to providing protection against liability, it has reduced jail usage by almost \$400,000 while resolving all compliance cases and resolving at least 380 new criminal cases (these cases were resolved without appointment of counsel, saving at least \$61,180.00.

5. Improved system for handling requests for non-routine services

An improved system for handling requests for non-routine services (this includes defense experts and defense investigators) was implemented in the first half of the year. This system entails using a dedicated email address for all requests and authorizations along with assignment of a unique tracking number to each request. This system replaces a system whereby requests were made by way of a paper form which was then duplicated and sent back to the requester who would then need to keep the paper form and resubmit it with the eventual billing for the service.

³ This is based on a comparison of 2008 appointed cases vs 2009 appointed cases and does not account for any other factors that may have actually increased 2009 filed cases (eg transition to electronic ticketing and increased crime rate). In other words, actual resolved cases are most likely as much as 50% more.

⁴ The City of Pasco is presently facing a lawsuit by the ACLU over its practice of not providing counsel at these hearings.

This new system offers the following improvements:

- Ability to precisely track receipt and approval of requests by date, time and tracking number easily by searching through emails for increased efficiency as well as to prevent duplicate requests
- Ability to provide concrete proof of prior authorization by use of email searching when necessary
- Significantly expedited handling of requests (emails can be accessed remotely from home as well as from both site offices). Based on anecdotal information, the lead time for requests has been reduced from many weeks to an average of 5 working days. This has substantially reduced court docket congestion by removing investigator approval as a bottleneck.
- Elimination of additional paper that needs to be filed
- Ability to start exporting data from the email based system to the purchase order system in the County's accounting system so that outstanding encumbrances can be readily tracked and managed

Summary: A new paperless procedure was implemented to expedite and streamline the process of receiving, reviewing and approving requests for investigative services. This procedure has made it easier to submit, track and archive requests, and has also substantially reduced the lead time necessary for requests to be authorized, resulting in substantial court docket efficiencies.

6. Contract system for defense investigators

Historically, the use of defense investigators was managed on more or less an ad hoc basis. Attorney selected whichever investigator they wished to use and, since the County did not have contracts with investigators, they were at the mercy of the rates, services, and any other particularities of each investigator. For example, some investigators charged up to \$75 per hour (the same hourly rate paid to Superior Court indigent defense attorneys for homicide cases), charged mileage for all mileage traveled, and some even added "service fees" to cover their overhead. Furthermore, historically, investigators were allowed to, themselves, make requests for investigative service on individual cases, sometimes without much if any consultation with the attorney of record. This, of course, created an untenable conflict of interest since the investigators obviously had a vested pecuniary interest in seeking as much investigative service authorization as possible, whether or not it was really needed.

Starting September 1, 2009, following an extensive Request for Proposals ("RFP") process, this office went to a completely contract-only system for investigative services. Four local investigators were selected to provide services to Benton County under contract, and are now the only investigators authorized to provide services on indigent defense cases (absent special need). Furthermore, investigators are now prohibited from directly requesting initial authorization for

investigations on cases. Instead, attorneys of record are required to, after analyzing the cases, themselves make such requests.

The key benefits of this change are:

- Substantial savings realized from contract mandated fees (hourly compensation limited to \$55 with no added fees as opposed to up to \$75 - up to 27% savings; mileage authorized only for trips outside of Tri-Cities metropolitan area; subpoena service compensation limited to \$25 as opposed to up to \$65 - up to 61% savings)
- Significant liability protection with the inclusion of standard insurance and indemnification provisions in contracts
- Cost savings (difficult to quantify) as a result of clear parameters stated in the "scope of work" section of the contracts. For example, investigators are prohibited from billing for time spent reviewing discovery or interviewing defendants if done for the sole purpose of determining whether an investigation is needed or not, and are also prohibited from reviewing legal documents such as search warrants in order to provide their opinions about their sufficiency. All of these were previously billed and paid activities.
- Cost savings and substantially increased accountability because of provisions in contracts that only allows appointed attorneys to make initial requests for investigator assignment and prohibits payment to investigators for the purpose of reviewing materials to determine whether an investigation is necessary in the first place. Previously, investigators were allowed to review cases to determine whether investigations were necessary, and were then permitted to directly request that investigative funds be authorized. This practice was not only a clear conflict of interest, but also resulted in higher costs. Since implementation of this new contract system, requests for new and supplemental authorizations have gone from an average of 16.8 requests per month to 13.2 requests per month, a decrease of 21.4%.

Summary: A new "closed contracts" system has been implemented whereby four contracts for defense investigation have been let, and only the holders of those contracts are authorized to conduct defense investigations. This has resulted in liability protection, favorable negotiated rates, and other cost savings (27% reduction in hourly rate, 61% reduction in subpoena fees, 21.4% reduction in rate of requests).

7. All verbal contracts reduced to writing

Prior to 2009, many attorney contractors performed services for the County with no contracts in place. Sometimes there was a simple court order setting basic parameters such as scope of work and rate of pay, and other times (alarmingly) there was no documentation at all. Obviously this situation created a host of problems including confusion about scope of work, rate of pay, method, manner and terms of work, billing, and liability issues.

In 2009 this office made a concerted effort to eliminate verbal contracts. This was done in a two step process. First, a firm policy of requiring all attorney services to be done with a written contract was eliminated. Second, all outstanding verbal contracts were reduced to written contracts and executed. As of the date of this report, there are no longer any verbal contracts known to be outstanding.

Summary: The pre-existing practice of having attorneys provide indigent defense representation without a contract in place has been eliminated. All attorneys providing indigent defense representation of any sort now have contracts with Benton County in place. This reduces the potential for confusion and also provides substantial liability protection to Benton County.

Financial Report

A summary of operations-related financials is as follows:

DISTRICT COURT OPERATIONS

District Court Operations for 2009 are difficult if not impossible to financially quantify. This is because during the first 5 months of the year, the line item for compensating District Court contractors was held in the District Court budget. In June, 2009, when the staff attorney program was approved, this line item was transferred to this office. However, a large amount of this line item was previously depleted in January and February, 2009 in compensating contract attorneys for 2008 overages. In fact, when this line item transfer was completed, the funds available to compensate contract attorneys fell short of the amount required for the remainder of the year by over \$60,000 (\$347,760 was necessary for compensation, \$285,780 was available after the line item transfer).

Other factors that impacted the District Court line items include:

- Three contractor-initiated contract terminations and two Benton County initiated contract terminations (contract terminations always result in a need to reassign cases which results in negative financial impacts);
- Compensation was paid to a contract attorney for 2008 overages where the bill was submitted well into 2009 and required substantial auditing (\$19,000)
- Underestimation of 2009 contract attorney needs during the 2009 budget process (based on 2008 numbers, 15 contracts should have been budgeted for, but only 14 were actually budgeted for)

Please see Appendix A, District Court Caseload Summary for 2009 - for more detailed information.

SUPERIOR COURT OPERATIONS			
2009 Appropriation	Actual Expenditure	% Usage	Comments
\$960,349	\$936,849	97.60%	Trial per diem usage lower than anticipated.
MISCELLANEOUS PROFESSIONAL SERVICES			
2009 Appropriation	Actual Expenditure	% Usage	Comments
\$605,000	\$610,736	100.90%	<p><i>State v. Schalchlin</i> (a major, complex, Murder case involving a juvenile); and <i>State v. Sisouvanh</i> (a major, complex, Aggravated Murder case), resulted in extremely large unanticipated expenditures in this category. These expenditures were for cost of counsel (all attorneys on these cases were paid by the hour) as well as for numerous experts and investigators.</p> <p><i>The figure listed for 2009 Appropriation includes a \$355,000 supplemental appropriation approved mid-year to provide additional funding for the Schalchlin and Sisouvanh cases.</i></p>

Conclusion

While 2009 was a successful year for this office’s operations, there continue to be many areas of potential system-wide improvement. Many of these areas will be explored in 2010. Please see this office’s *2010 Strategic Plan* for more details of our vision, goals and strategic plan for 2010 for more information.

Thank you for your continued support of this office and its important functions.

Very truly yours,

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

Appendix A District Court Caseload Summary for 2009

2008 Recap

2008 non-Prosser new criminal appointments: 4,275
 Total non-Prosser new criminal case attorneys needed at 360 case cap: 12
 Compliance attorneys needed: 2
 Prosser attorney: 1
 Total estimated contractors necessary for 2009: 15

January, 2009

Available funding for 14 contracts

A total of 10 contracts awarded to 8 attorneys (attorneys Poland and Hickman still held two contracts each at this time). 2 contracts needed to be filled.

2 attorneys slated for compliance cases

Docket Assignments:

	Benton County	State Patrol	Richland	Kennewick	Prosser
Contracts	1	2	2	4	1
Capacity	360	720	720	1440	360

***Summary:** at beginning of the year, 10 contracts were filled for pre-trial positions, 2 were filled for compliance positions, and 2 remained unfilled. Total system-wide case capacity at this time was 3,600. Total non-Prosser capacity was 3,240¹*

February, 2009

New Contract Awarded

A new contract was awarded to attorney Elisa Riley during this month, changing the docket assignments to:

	Benton County	State Patrol	Richland	Kennewick	Prosser
Contracts	1	2	2	5	1
Capacity	360	720	720	1,770	360

Summary: 11 contracts filled for pre-trial positions, 2 filled for compliance positions, 1 remained unfilled. Total system-wide case capacity at this time was 3,930. Total non-Prosser capacity was 3,570.

In-Custody Representation Program Formed

Recognizing the need for representation at in-custody first appearances for District Court, the unfilled contract was utilized for this purpose instead of for another pre-trial contract. This was done with the anticipation that through effective management and negotiation of cases at this stage, more than the equivalent of a full contract cap (360 cases) would be resolved prior to reaching the appointment stage, thereby reducing overall appointments and the corresponding contract needs.

The in-custody appearance contract was filled this month with attorney Ray Hui who soon teamed up with attorneys Scott Nacarrato and Dan Kathren to form the “compliance team” which was responsible for all compliance cases as well as in-custody first appearance dockets.

The in-custody representation program not only has insulated Benton County from substantial liability risk¹ but it has also lowered the number of case appointments. Program attorneys negotiate directly with prosecutors every day on low-level offenses and report resolving 3-5 cases on average per docket. These are cases that do not need to be calculated for case cap purposes. Since this program only started running smoothly in May, a good estimate of the number of pre-trial appointments avoided by this program would be: 7 (months) x 20 (dockets per month) x 3 (cases resolved per docket) = 420 cases².

Summary located on next page.

¹ The City of Pasco is presently facing the threat of a massive lawsuit by the ACLU over its practice of not having a defense attorney at initial appearance.

² A review of case appointment statistics provided by Benton County District Court shows this is very likely a good estimate. In 2008, a total of approximately 4,625 (this figure had to be approximated because case numbers were omitted in courtroom #3 during the entire month of June and therefore had to be extrapolated from other months) cases were assigned to indigent defense attorneys. In 2009, despite usual expected year-over-year rise in crime rate the total number of cases was 4,245. This constituted a reduction in appointments of 380 cases. This figure does not take into account any increase in filings between 2008 and 2009.

Summary: docket assignments remained the same except that 3 contract attorneys were assigned to handle all compliance and in-custody initial appearances. It is estimated that in addition to providing representation on all compliance cases, which was anticipated to require 2 contract attorneys, this team also resolved at least 420 new criminal charges prior to appointment, thereby avoiding these 420 appointments. It should be noted that 420 cases is 15% more than the case cap of pre-trial representation contracts. Accordingly, while working on the compliance team, these three contract attorneys maintained the caseload that would otherwise have been slated for three contract attorneys, plus an additional 15% of one contract.

June, 2009

Duplicate contracts of Dawn Hickman and Mary Poland were terminated with the “90 day” clause. This clause allowed them a “wind down” period of 30 days at the end of the 90 days when they would be paid their monthly compensation but would not be appointed any cases. As a result of this clause, approximately 60 cases had to be assigned to other attorneys. This was a necessary expense involved in terminating this duplicate contracts and avoiding the bigger problem of potential liability for allowing individual attorneys to handle 720 cases in a year.

Summary: As a result of the termination of Dawn Hickman and Mary Poland's double contracts, approximately **60 cases** had to be assigned to other attorneys even though this office was already paying Dawn Hickman and Mary Poland.

July, 2009

Contract attorney Salinas leaves

Contract attorney Andrea Salinas elected to terminate her contract via the “90 day” provision. This clause allowed her a “wind down” period of 30 days at the end of the 90 days when she was paid her monthly compensation but was not assigned cases. At an average of 30 case assignments per month per attorney, this equated to 30 cases that had to assigned to another attorney.

Summary: approximately **30 cases** had to be assigned to other attorneys even though this office was already paying attorney Andrea Salinas. This is an unavoidable cost that is incurred anytime an attorney terminates their contract.

Staff Attorneys Hired

The Staff Attorney program was approved and, after the duplicate contracts of attorneys Hickman and Poland were terminated, was implemented this month. Staff Attorney Ochs

was assigned to the Washington State Patrol docket as the sole attorney on the docket, replacing attorneys Anderson and Lilly who previously handled this docket. Staff Attorney Sheridan was assigned to the Benton County Sheriff/West Richland docket replacing attorney Younesi who previously handled this docket. Attorney Lilly was assigned to the Kennewick docket and Attorney Anderson was assigned to the Richland docket at this time.

Docket assignments and equivalent full year case capacity at this time was:

	Benton County	State Patrol	Richland	Kennewick	Prosser
Contracts	n/a	n/a	3	5	1
Capacity	n/a	n/a	1,080	1,770	360

Mid-year Review Held; Overage Forecasted

During the mid-year review, it was anticipated that case appointments for the year would outpace available capacity. The mid-year review figures are as follows:

	Benton County	State Patrol	Richland	Kennewick	Prosser
Contracts	n/a	n/a	3	5	1
Filings to-date	n/a	n/a	595	1020	130
Estimated full-year filings	n/a	n/a	1200	2040	260
Shortfall	n/a	n/a	75 ³	242	

A conscious decision was made at this point not to award an additional contract to cover the combined estimated overage of **317 cases** since doing so would likely result in excess capacity which would probably not be necessary in 2010. Instead, each of the existing panel attorneys were asked to sign amendments bringing their case caps to 390 cases (increase of 30 cases) with additional compensation in the amount of \$161 per case (the same as the equivalent contract amount), and attorneys Harkins, Swinburnson and Ajax also signed contracts to provide coverage on overflow cases.

September, 2009

Contract attorney Lilly Leaves

³ Although the estimated full-year filings were actually 120 cases over the available capacity, this figure was estimated at the time and provided to Benton County Commissioners during the mid-year update presentation because Josh Lilly, who had been transferred to the Kennewick docket, had a slow rate of appointments in the first half of the year, and had much more than half of his case capacity remaining at the mid-point of the year.

In September, attorney Lilly gave notice of his intent to terminate his contract by way of the “90 day” clause. The effective date of termination was December 1. Again, by the terms of his contract has to be paid through December 1 but would not receive any further appointments effective November 1. Usually this would result in the need to incur additional costs for 30 cases (one month’s worth). Unfortunately, since, as previously mentioned, attorney Lilly’s assignment on the WSP docket resulted in a relatively slow rate of appointments for the first half of the year, appointments for the remainder of the year did not speed up enough to use up his full capacity for 11 months of 330 cases (he only received 289 appointments). Accordingly, instead of bearing the cost of 30 cases, Benton County had to bear the cost of 41 cases as a result of his termination.

Summary: approximately 41 cases had to be assigned to other attorneys as a result of Josh Lilly’s departure. As stated in previous examples, this cost is an unavoidable consequence anytime a contractor terminates their contract.

October, 2009

Contract attorney Anderson Leaves

In October, attorney Anderson gave notice of his intent to terminate his contract by way of the “90 day” clause. The effective date of termination was January 1, 2010. In spite of the usual “wind down” provision, an agreement was reached with attorney Anderson whereby he agreed to forgo his last month of compensation in return for the ability to transfer his caseload immediately to a replacement attorney effective December 1, 2009. Since this avoided the one month period where he would receive no appointments but would be paid, this was in the best interests of Benton County. However, attorney Anderson unfortunately, as with attorney Lilly, had a slow rate of appointments in the first half of the year (also since he was on the WSP docket). Accordingly, despite being able to save money by not compensating attorney Anderson for the month of December, this office still had to reassign 65 cases to other attorneys.

Summary: approximately 65 cases had to be reassigned to other attorneys as a result of attorney Anderson’s departure. This resulted because of the low rate of appointments attorney Anderson received during the first part of the year and the fact that he left before his remaining appointment capacity was used up.

SUMMARY OF IMPACTS ON 2009 CASELOAD MANAGEMENT.

In summary, the following factors played a part in **reducing** 2009 overall appointments and/or overages:

1. Implementation of the in-custody representation program (estimated reduction in overall system-wide caseload of **370-450 cases**)
2. Implementation of Staff Attorney program allowing Benton County/West Richland docket to be handled by one Staff Attorney (estimated reduction in overage of **340 cases⁴**)

The following factors played a part in **increasing** 2009 case overages:

1. Initial estimates (probably at 2008 budget time⁵) of needed contracts for 2009 appears to have been insufficient. Based on a realistic estimate of 2009 appointments based on 2008 filings, just under 15 full contract equivalents would have been necessary to cover 2009 case filings. However, only 14 full contract equivalents were budgeted for in the 2009 budget. Part of the reason for this shortfall may have been the failure to recognize that the attorney for the Prosser docket regularly has annual excess case capacity in the amount of 60-80 cases that cannot be used anywhere else because of the geographic distance from the Prosser docket to the Kennewick Justice Center. (Estimated increase in overage of **360 cases**) *It should be noted that most of this anticipated overage was noted, reported, and planned for during the mid-year report to the Board⁶.*
2. Departure of attorney Salinas (estimated increase in overage of **30 cases**)
3. Termination of Poland and Hickman contracts (estimated increase in overage of **60 cases**)
4. Departure of attorney Lilly (estimated increase in overage of **41 cases**)
5. Departure of attorney Anderson (estimated increase in overage of **65 cases**)

Total effect of factors increasing 2009 case overages: 556 cases

⁴ Between contract attorney Younesi and Staff Attorney Sheridan's case appointments, it is estimated that 700 case appointments were made on this docket. This exceeds the 360 case cap of one attorney (which was what was originally planned for this docket) by 340 cases. The foregoing estimates were arrived at using a combination of statistics provided by Benton County District Court and BFOPD's internal record keeping database for staff attorneys.

⁵ The author can only guess as the 2009 budget call process and docket planning pre-dated his involvement with this office.

⁶ The reported and planned for overage was lower than 360 because, as indicated above, two attorneys with large second half excess capacity, Lilly and Anderson, were transferred to the Richland and Kennewick dockets respectively, with the intent that these high volume dockets make full use of these attorneys' excess capacity. Unfortunately this was not to be the case since both attorneys left prior to the end of the year.

Summary of Actual Payments for Overage Coverage:

Attorney	Number of cases	Payment amount
Poland	29	\$4,669
Hickman	25	\$4,025
Ajax	165	\$26,565
Harkins	27	\$4,347
Swinburnson	28	\$4,508
McKinley	30	\$4,830
Celski	45 ⁷	\$7,245
TOTALS	349	\$56,189

⁷ This figure is an estimate since attorney Celski's claim for overage is presently undergoing audit scrutiny and the final figure will not be available until the audit is completed.

MISSION STATEMENT

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

VALUES

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

We Value:

- Teamwork** - We are constantly seeking out and developing inter-office and intra-office synergistic relationships through which to accomplish shared goals and create win-win outcomes.
- Effectiveness and efficiency** - We are always choice-driven and introspective so as to maximize effectiveness (do that which has the most effect on advancing the Mission) and efficiency (while consuming the least amount of resources).
- Quality** - We take pride in quality work product in all aspects of what we do.
- Cost-effectiveness** - We recognize the fiduciary duty we hold to the taxpayers who provide the resources by which we can advance our Mission and always strive to maximize cost-effectiveness without jeopardizing quality.
- Compassion and fairness** - We recognize that all members of the public with whom we interact and for whom we provide services are fellow community members and citizens and we will treat them with respect, compassion and fairness.
- Effective Risk Management** - We will always be mindful of the liability related interests of Benton & Franklin Counties and constantly seek to minimize the exposure of the Counties to liability risk.
- Continuous Improvement** - We recognize and embrace the dynamic nature of many factors that affect our ability to advance our Mission and as such, constantly seek out, and take action on, ways to improve every aspect of our operations.
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OFFICE-WIDE GOALS

In order to advance its Mission, the Benton & Franklin Counties Office of Public Defense has established the following strategic goals for 2010. Each goal is noted along with the corresponding value or values that support it.

1. Indigency Screening

This office will work with all entities currently involved in the indigency screening process to improve the effectiveness, efficiency and uniformity of the process.

Background

The current system for indigency screening in Benton & Franklin Counties appears to be a system that could benefit from some changes. The system is not uniform across courts, does not have any verification process whatsoever, and does not take into account the category of “able to contribute” - people who, while qualified for services, certainly have the means to contribute to the cost of the attorneys assigned to them. While there is no uniformity whatsoever in the indigency screening systems throughout the state, the State Office of Public Defense does have a mandate to require use of certain forms, and many jurisdictions do have well-functioning indigency screening systems that Benton & Franklin Counties may learn from.

Key Metrics

When - a recommendation for implementation of an improved indigency screening program will be made by June 30, 2010

What - a process that complies with state standards, is uniform across all courts within Benton & Franklin Counties, incorporates best practices learned from other Washington and Oregon jurisdictions, and which results in measurable savings in court appointment expenses.

Supporting Values

Cost Effectiveness

Effectiveness and efficiency

Fairness

2. Caseload Management

This office will work with District Court Administration to implement a system by which this office will be able to monitor District Court actual case appointment figures by attorney, charge, date and case number, on a real-time basis.

Background

Historically, District Court appointment figures were provided to this office on a monthly basis, some time after the end of the month. In addition to being generated and provided too late to be

the basis of managerial action¹, this data was also provided as raw numbers, devoid of any other additional use information such as the case numbers, jurisdiction and assignment dates of cases assigned to each attorney. As a result, it was not only difficult to track and adjust caseloads as necessary, but it was also extremely difficult to audit attorney submitted caseload reports, especially when attorneys were seeking additional compensation for cases appointed in excess of their contractual case caps².

Key Metrics

When - With the help of Benton County District Court Administration, this program was implemented effective January 1, 2010. Starting March 1, 2010, it will be used to audit attorney submitted caseload reports for accuracy.

What - a database permitting real-time monitoring of case appointments by attorney in Benton County District Court, also providing data including jurisdiction, appointment date, client name and case number on each case.

Supporting Values

Quality

Effectiveness and efficiency

Cost-effectiveness

3. Total Quality Management

This office will establish Key Performance Measures (“KPMs”) by which it will judge its own performance as well as that of its contract attorneys. These KPMs will provide the framework for a system by which best practices can be maintained, quality representation can be assured, and future contract resource management decisions can be made objectively³.

Background

The management of contract attorney quality has always been a difficult issue. While contracts do specify certain minimum quality oriented criteria (communication with clients, and appearance at court dates being the most prominent) because of the necessity to ensure that the

¹ Such as re-distributing caseloads to account to avoid overloading individual attorneys or for other reasons.,

² In 2009, while approximately 10% of submitted caseload numbers were subject to in depth audit, such audit required the extremely time consuming process of entering case numbers directly into Judicial Information Systems (“JIS”) and reading case notes on individual cases to verify attorney reports. This method took at least 1 minute per case meaning that auditing an attorney’s full year submitted caseload report (360+ cases) could take almost a full working day.

³ This constitutes a departure from traditional methods of contract resource management whereby decisions were largely made based on “seniority” - a concept that runs contrary to this office’s stated Mission and Values.

contract attorneys remained independent contractors⁴ it is difficult to manage the quality of their work unless and until it gets so poor that it becomes necessary to terminate the contract. The publicized tracking of KPMs that have a direct bearing on quality of representation and the publishing of recommended ranges for the KPMs (if made clear that the recommendations are for guidance only and do not constitute contract requirements) can serve to improve the quality of representation without infringing upon “de-facto employee” issues.

Key Metrics

When - introspective KPMs for staff only, to be implemented and tracked by July 31, 2010; KPMs for contractors to be discussed in latter half of the year and implemented by December 31, 2010. KPMs for contractors will likely be discussed in the context of contract renegotiation to take place this year.

What - Key Performance Measures that have a direct bearing on quality of representation and of administrative support services will be crafted and implemented with the goal of increasing overall quality of services, and providing a quality management tool for contractors.

Supporting Values

Quality

Effective Risk Management

Effectiveness and efficiency

Continuous improvement

4. In-House Training Program

This office will establish a series of free or extremely low cost training opportunities by which contract and staff attorneys will be able to hone their skills. These training opportunities will be submitted for “sponsorship” approval by the State Office of Public Defense and should also offer continuing legal education (“CLE”) credits to participants and presenters.

Background

Attorneys are required by State Bar rules to earn a certain number of CLE credits every reporting period (reporting periods are generally 3 years in length). State Bar standards for public defenders, as well as the current professional services agreements for contractors, require that public defenders further earn seven CLE credits each year in areas of legal practice relevant to their public defense work, and attend at least one seminar or conference “sponsored” by the State Office of Public Defense. Historically many criminal law CLEs and many State OPD sponsored CLEs have been either presented on the west side of the state or in geographically distant venues on the east side of the state (such as Moses Lake and Spokane). The purpose of the in-house training program is two-fold. First, it provides an obvious means by which contract and staff

⁴ Under employment law, an independent contractor can be entitled to benefits afforded to employees if they are treated as “de-facto employees” - ie if too much supervision is exercised over the method and manner in which they complete contract work.

attorneys can obtain mandated CLE credits at extremely low cost in a manner that is least disruptive to their schedules. Second, it also provides a means by which more experienced attorneys (who would be the presenters) can continue to advance their own skill level, as well as transfer some of their wealth of knowledge to the younger generation of public defenders, all while earning themselves CLE credits as well.

Key Metrics

When - by December 31, 2010

What - sponsor six training opportunities (including one in conjunction with the State Office of Public Defense) for staff and contract public defenders, on topics relevant to their practice of criminal law.

Supporting Values

Quality

Effectiveness and efficiency

Continuous improvement

5. Achieve and Maintain 100% Contract Compliance

This office will achieve and maintain 100% contract compliance on the following key issues: insurance provisions; caseload reporting and certification; CLE requirements; licensing requirements. Contractors who are outside of compliance will be given a 30 day compliance window (10 day for insurance provisions) after which contract termination procedures will commence. This office will work with Central Services to make use of the custom-programmed open-source contract tracking solutions currently in use by other departments including the Sheriff's Office, to track contracts and compliance items.

Background

This office currently manages close to 40 contracts for attorneys and investigators. Certain compliance items, such as insurance provisions and licensing requirements, have serious risk management implications. Others, including caseload reporting and certification, and CLE requirements, have a strong bearing on quality of work product (as well as, on a lesser degree, risk management). Historically contract compliance has been an issue where certain contractors, especially attorneys, have been less than responsive. Furthermore, compliance charts were the only way to track compliance. With growing numbers of contracts and with multiple critical compliance items, some of which have individual action dates (ie the expiration dates of insurance policies) an automated database framework for contract compliance is essential.

Key Metrics

When - By March 31, 2010

What - 100% contract compliance for insurance requirements, licensing requirements, CLE requirements and licensing requirements. 30 day compliance windows for any non-compliance will start April 1, 2010.

Supporting Values

Quality

Effective Risk Management

9:35 AM

Executive Session
Evaluating Applicant Qualifications for Public Employment

S Perry / D Sparks

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 15, 2010 Subject: Director of Animal Control Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

9:55

BACKGROUND INFORMATION

Per Resolution 09-254, the County Administrator has evaluated the new position entitled Director of Animal Control. Based on the criteria set forth in Resolution 09-254, the County Administrator deems it appropriate to bring forward to the Board of Benton County Commissioners the request for approval of the new position entitled Director of Animal Control. The position will take effect January 1, 2011.

SUMMARY

See above.

RECOMMENDATION

Pass resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR A DIRECTOR OF ANIMAL CONTROL

WHEREAS, the Board of Benton County Commissioners approved Resolution 09-254, Establishing Procedures and Guidelines for Requesting and Evaluating and Approving County and Bi-County Non-Bargaining Positions and Limiting Reclassifications; and

WHEREAS, that Resolution includes guidelines for the County Administrator's evaluation and approval of new positions which include new positions funded or supported through a fee-based process; and

WHEREAS, the Director of Animal Control position is a new position under the direction of the County Commissioners, and the position provides an essential service to the Citizens of Benton County; and

WHEREAS, the Benton County Administrator deems it appropriate to bring forward to the Benton County Board of Commissioners the request for the new non-bargaining positions based on the circumstances presented and in accordance with the guidelines set in Resolution 09-254; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a temporary Grade 19 on the non-bargaining salary schedule to the Director of Animal Control; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

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

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Benton County do hereby approve the Director of Animal Control at a Grade 19 on the non-bargaining salary scale.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY CLASSIFICATION DESCRIPTION

03/10

Director of Animal Control

Page 1

TITLE: Director of Animal Control
DEPARTMENT: Commissioners
REPORTS TO: Benton County Board of Commissioners
SUPERVISES: All Personnel in the Animal Control Department

SUMMARY:

The Animal Control Director oversees all aspects of the Animal Control Department operations for Benton County. This position is responsible for managing and supervising the Animal Control Department and Staff. Develops and implements budgets, policies, procedures and strategies to deliver responsible animal care and effective, courteous animal services to the community. Serves as the department's public relations and education outreach spokesperson in the community. Assures compliance with local, state, and federal regulations and the mission of the department.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Develop and oversee all departmental programs. Ensure all animal care programs are administered humanely.

Develop long-range plans and strategies. Ensure that all policies, plans and programs are regularly reviewed and modified in an efficient manner. Responsible for assuring that proper policies and procedures are followed. Stay abreast of current animal welfare issues as well as the changing needs of the community. Assure the department's philosophy and mission is relevant and practiced throughout the organization.

Evaluate all new and on-going projects regularly to determine and implement needed changes. Regularly review department's policy and procedures manuals and standard operating procedures to assure compliance with local, state and federal guidelines and the department mission.

Prepare budget, projection figures, program estimates and payroll information. Monitor revenue and expenses in relation to annual budget and regularly review and modify procedures to maintain an efficient yet effective service. Oversee billings and depositing of all monies.

BENTON COUNTY CLASSIFICATION DESCRIPTION

03/10

Director of Animal Control

Page 2

Supervise the enforcement of animal control ordinances and statutes. Assist Animal Control Officers in case preparation and courtroom testimony. Provide necessary training for search warrant and affidavits preparation. Provide direct supervision in all cases involving search warrant execution. Provide training in evidence collection and crime scene containment. Act as lead investigator in large scale and/or complex animal cruelty cases.

Develop and maintain association with the Benton County Sheriff's Office and the Benton County Prosecuting Attorney's Office and related agencies to assure compliance with enforcement procedures and perpetuate a positive relationship.

Represent the department as the chief spokesperson. Seek out and maintain community contacts with government officials, agencies, civic groups, organizations, and the media. Develop and maintain cooperative work relationships with community agencies, organizations, businesses, foundations, and patrons. Provides opportunities for community support through volunteering. Fulfill speaking engagements and prepare media releases as needed. Attend pertinent workshops and seminars; maintain membership in professional organizations and network with other animal control facilities.

Maintain numerous files, records and statistics that include but are not limited to: animal population, adoption, euthanasia, spay and neuter, incident, and personnel data. Maintain controlled substance records and renews license yearly. Provide direction for operation of department's computer system and software programs.

Supervise incoming animals and adoptions and ensures that the public receives accurate information and friendly service. Take control of tense situations with distraught or angry customers. Responsible for final adoption approval.

Monitor the general health of animals and ensure proper medical care. Make final decision regarding adoption or euthanasia. Supervise euthanasia to insure proper techniques are used. Relate concerns to veterinarian regarding specific animals and insures veterinary instructions are carried out. Recommend placement for wild and exotic animals.

Oversee the hiring, supervising, evaluating, disciplining, training, development and termination of all department personnel. Ensure the implementation of personnel training programs that help staff accomplish their goals and maintain a working environment that attracts and retains quality people.

Respond to complaints about employees, volunteers and departmental procedures. Assist departmental staff when dealing with difficult situations and resolves problems of a unique or sensitive nature. Respond to community concerns regarding animal issues.

Conduct and participates in meetings with staff to review procedures, discuss workplace issues and share ideas to improve animal care. Continuously institutes staff training, continuing education seminars and development programs to assure staff is aware of new and revised

BENTON COUNTY CLASSIFICATION DESCRIPTION

03/10

Director of Animal Control

Page 3

policies, procedures, rules and regulations. Perform the duties of an animal control officer as needed. Work collaboratively with staff to achieve departmental goals.

Oversee all inventories and ordering of shelter supplies and equipment and assures that appropriate quantities of all supplies are on hand at all times. Regularly inspect shelter property for needed repairs and maintenance and secures contractors as necessary to maintain buildings and grounds. Negotiate, prepare, and administer agreements with vendors.

Analyze statistical data to develop new strategies, figure projections, and determine trends using a variety of computer software programs. Develop and conduct research projects. Regularly compile and present reports to the County Administrator and Board of Commissioners on facility operations and activities.

Meet with the County Administrator on a regular basis to review reports, cases, procedures, problems, and discuss new strategies. Meet regularly with the Board of Benton County Commissioners to present reports and apprise them of important issues, problems and new ideas.

Perform all other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

(To perform this job successfully, an individual must be able to perform each essential duty and task satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.)

Demonstrated supervisory knowledge to include training methods, motivation and decision making techniques. Skill in mediating disputes and conflict. Ability to train and effectively direct and supervise the activities of department staff.

Demonstrated personal communication skills to include knowledge of interviewing techniques, public speaking, skill in writing and editing and ability to express thought orally in a clear manner.

Demonstrated program management knowledge to include basic statistical methods, fiscal and budgeting practices and procedures, knowledge of local, state and federal regulations for the workplace, knowledge of federal and state wage and hour regulations.

Knowledge in animal health, welfare, behavior, and care to include nutritional needs, resources for information, knowledge of common animal diseases, skill animal first aid and CPR, skill in performing euthanasia. Ability to identify animal species, breeds, ages and sexes. Ability to identify signs of animal illnesses and injuries.

Ability to establish and maintain a respected leadership role. Ability to effectively delegate authority while retaining control. Ability to promote cooperation.

BENTON COUNTY CLASSIFICATION DESCRIPTION

03/10

Director of Animal Control

Page 4

Program management knowledge to include knowledge of business management practice, basic statistical methods, knowledge of contract negotiations and writing and fundraising techniques. Skill in strategic planning.

Strong interpersonal relationship skills to include building alliances with community organizations and agencies, establishing and maintaining relationships with patrons, foundations, local businesses, and vendors.

Compassion for animals and their humane treatment.

WORKING CONDITIONS:

Must be able to lift over 50 pounds. Exposed to sick, injured, and dangerous animals; subject to animal attack. Must be able to respond to emergency situations, at any hour, which may require working nights, weekends, and/or holidays.

EDUCATION AND WORK EXPERIENCE:

Requires a Bachelor's degree and five (5) or more years of hi-level managerial experience (or any combination of education and experience, which would provide applicant with the desired skill, knowledge, and ability to perform the job). Desired qualifications include: Experience in animal control/enforcement or law enforcement. Demonstrated communication skills with other executive level managers, elected officials, department heads, other government and private agencies/businesses and the media.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State driver's license.

Comments:

This description was prepared to indicate the kinds of activities and levels of work difficulty required of positions in this class. It is not intended as a complete list of specific duties and responsibilities.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 15, 2010 Subject: Animal Control Manager Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

BACKGROUND INFORMATION

Per Resolution 09-254, the County Administrator has evaluated the new position entitled Animal Control Manager. Based on the criteria set forth in Resolution 09-254, the County Administrator deems it appropriate to bring forward to the Board of Benton County Commissioners the request for approval of the new position entitled Animal Control Manager. The position will take effect January 1, 2011.

SUMMARY

See above.

RECOMMENDATION

Pass resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR AN ANIMAL CONTROL MANAGER

WHEREAS, the Board of Benton County Commissioners approved Resolution 09-254, Establishing Procedures and Guidelines for Requesting and Evaluating and Approving County and Bi-County Non-Bargaining Positions and Limiting Reclassifications; and

WHEREAS, that Resolution includes guidelines for the County Administrator's evaluation and approval of new positions which include new positions funded or supported through a fee-based process; and

WHEREAS, the Animal Control Manager position is a new position within the Commissioners' Office, under the direction of the County Administrator, and the position provides an essential service to the Citizens of Benton County; and

WHEREAS, the Benton County Administrator deems it appropriate to bring forward to the Benton County Board of Commissioners the request for the new non-bargaining positions based on the circumstances presented and in accordance with the guidelines set in Resolution 09-254; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a temporary Grade 19 on the non-bargaining salary schedule to the Animal Control Manager; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

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

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Benton County do hereby approve the Animal Control Manager at a Grade 19 on the non-bargaining salary scale.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY CLASSIFICATION DESCRIPTION

03/10

Animal Control Manager

Page 1

TITLE: Animal Control Manager
DEPARTMENT: Commissioners
REPORTS TO: County Administrator
SUPERVISES: All Personnel in the Animal Control Department

SUMMARY:

The Animal Control Manager oversees all aspects of the Animal Control Department operations for Benton County. This position is responsible for managing and supervising the Animal Control Department and Staff. Develops and implements budgets, policies, procedures and strategies to deliver responsible animal care and effective, courteous animal services to the community. Serves as the department's public relations and education outreach spokesperson in the community. Assures compliance with local, state, and federal regulations and the mission of the department.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Develop and oversee all departmental programs. Ensure all animal care programs are administered humanely.

Develop long-range plans and strategies. Ensure that all policies, plans and programs are regularly reviewed and modified in an efficient manner. Responsible for assuring that proper policies and procedures are followed. Stay abreast of current animal welfare issues as well as the changing needs of the community. Assure the department's philosophy and mission is relevant and practiced throughout the organization.

Evaluate all new and on-going projects regularly to determine and implement needed changes. Regularly review department's policy and procedures manuals and standard operating procedures to assure compliance with local, state and federal guidelines and the department mission.

Prepare budget, projection figures, program estimates and payroll information. Monitor revenue and expenses in relation to annual budget and regularly review and modify procedures to maintain an efficient yet effective service. Oversee billings and depositing of all monies.

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Animal Control Manager

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Supervise the enforcement of animal control ordinances and statutes. Assist Animal Control Officers in case preparation and courtroom testimony. Provide necessary training for search warrant and affidavits preparation. Provide direct supervision in all cases involving search warrant execution. Provide training in evidence collection and crime scene containment. Act as lead investigator in large scale and/or complex animal cruelty cases.

Develop and maintain association with the Benton County Sheriff's Office and the Benton County Prosecuting Attorney's Office and related agencies to assure compliance with enforcement procedures and perpetuate a positive relationship.

Represent the department as the chief spokesperson. Seek out and maintain community contacts with government officials, agencies, civic groups, organizations, and the media. Develop and maintain cooperative work relationships with community agencies, organizations, businesses, foundations, and patrons. Provides opportunities for community support through volunteering. Fulfill speaking engagements and prepare media releases as needed. Attend pertinent workshops and seminars; maintain membership in professional organizations and network with other animal control facilities.

Maintain numerous files, records and statistics that include but are not limited to: animal population, adoption, euthanasia, spay and neuter, incident, and personnel data. Maintain controlled substance records and renews license yearly. Provide direction for operation of department's computer system and software programs.

Supervise incoming animals and adoptions and ensures that the public receives accurate information and friendly service. Take control of tense situations with distraught or angry customers. Responsible for final adoption approval.

Monitor the general health of animals and ensure proper medical care. Make final decision regarding adoption or euthanasia. Supervise euthanasia to insure proper techniques are used. Relate concerns to veterinarian regarding specific animals and insures veterinary instructions are carried out. Recommend placement for wild and exotic animals.

Oversee the hiring, supervising, evaluating, disciplining, training, development and termination of all department personnel. Ensure the implementation of personnel training programs that help staff accomplish their goals and maintain a working environment that attracts and retains quality people.

Respond to complaints about employees, volunteers and departmental procedures. Assist departmental staff when dealing with difficult situations and resolves problems of a unique or sensitive nature. Respond to community concerns regarding animal issues.

Conduct and participates in meetings with staff to review procedures, discuss workplace issues and share ideas to improve animal care. Continuously institutes staff training, continuing education seminars and development programs to assure staff is aware of new and revised

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Animal Control Manager

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policies, procedures, rules and regulations. Perform the duties of an animal control officer as needed. Work collaboratively with staff to achieve departmental goals.

Oversee all inventories and ordering of shelter supplies and equipment and assures that appropriate quantities of all supplies are on hand at all times. Regularly inspect shelter property for needed repairs and maintenance and secures contractors as necessary to maintain buildings and grounds. Negotiate, prepare, and administer agreements with vendors.

Analyze statistical data to develop new strategies, figure projections, and determine trends using a variety of computer software programs. Develop and conduct research projects. Regularly compile and present reports to the County Administrator and Board of Commissioners on facility operations and activities.

Meet with the County Administrator on a regular basis to review reports, cases, procedures, problems, and discuss new strategies. Meet regularly with the Board of Benton County Commissioners to present reports and apprise them of important issues, problems and new ideas.

Perform all other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

(To perform this job successfully, an individual must be able to perform each essential duty and task satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.)

Demonstrated supervisory knowledge to include training methods, motivation and decision making techniques. Skill in mediating disputes and conflict. Ability to train and effectively direct and supervise the activities of department staff.

Demonstrated personal communication skills to include knowledge of interviewing techniques, public speaking, skill in writing and editing and ability to express thought orally in a clear manner.

Demonstrated program management knowledge to include basic statistical methods, fiscal and budgeting practices and procedures, knowledge of local, state and federal regulations for the workplace, knowledge of federal and state wage and hour regulations.

Knowledge in animal health, welfare, behavior, and care to include nutritional needs, resources for information, knowledge of common animal diseases, skill animal first aid and CPR, skill in performing euthanasia. Ability to identify animal species, breeds, ages and sexes. Ability to identify signs of animal illnesses and injuries.

Ability to establish and maintain a respected leadership role. Ability to effectively delegate authority while retaining control. Ability to promote cooperation.

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Animal Control Manager

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Program management knowledge to include knowledge of business management practice, basic statistical methods, knowledge of contract negotiations and writing and fundraising techniques. Skill in strategic planning.

Strong interpersonal relationship skills to include building alliances with community organizations and agencies, establishing and maintaining relationships with patrons, foundations, local businesses, and vendors.

Compassion for animals and their humane treatment.

WORKING CONDITIONS:

Must be able to lift over 50 pounds. Exposed to sick, injured, and dangerous animals; subject to animal attack. Must be able to respond to emergency situations, at any hour, which may require working nights, weekends, and/or holidays.

EDUCATION AND WORK EXPERIENCE:

Requires a Bachelor's degree and five (5) or more years of hi-level managerial experience (or any combination of education and experience, which would provide applicant with the desired skill, knowledge, and ability to perform the job). Desired qualifications include: Experience in animal control/enforcement or law enforcement. Demonstrated communication skills with other executive level managers, elected officials, department heads, other government and private agencies/businesses and the media.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State driver's license.

Comments:

This description was prepared to indicate the kinds of activities and levels of work difficulty required of positions in this class. It is not intended as a complete list of specific duties and responsibilities.

10:05

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 15, 2010	Execute Contract	Consent Agenda
Subject: Res. 91 049	Pass Resolution <u>X</u>	Public Hearing
Amendment	Pass Ordinance	1st Discussion X
Prepared by: <u>Melina Wenner</u>	Pass Motion	2nd Discussion
	Other	Other

BACKGROUND INFORMATION

Amending Resolution 91 049 to provide deferred retirement benefits for Senior Officials and Department Managers who do not qualify or choose not to be members of Public Employees' Retirement System (PERS).

SUMMARY

See above.

RECOMMENDATION

Pass resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RETIREMENT BENEFITS FOR CERTAIN ELIGIBLE ELECTED OFFICIALS, SENIOR OFFICIALS, AND DEPARTMENT MANAGERS OF BENTON COUNTY AND AMENDING RESOLUTION 91 049

WHEREAS, by Resolution 91-049, the Board of Benton County Commissioners provided deferred retirement benefits for those elected officials who did not qualify or who chose not to become members of Public Employees' Retirement System (PERS) as described in Chapter 41.40 RCW; and

WHEREAS, the Board of Benton County Commissioners desires to also provide deferred retirement benefits for those Senior Officials and Department Managers, under the direction of the County Administrator, who do not qualify or who choose not to become members of Public Employees' Retirement System (PERS); NOW, THEREFORE;

BE IT RESOLVED by the Board of Benton County Commissioners that any Benton County Elected Official; Senior Official; or Department Manager, under the direction of the County Administrator, who do not qualify or choose not to participate in the Public Employees' Retirement System (PERS) may hereby elect to receive a percent of additional salary at a rate equivalent to the Public Employees' Retirement System (PERS) II employer rate with said compensation deferred to the County's designated deferred compensation plan. In addition, those Elected Officials; Senior Officials; or Department Managers, under the direction of the County Administrator, must also defer at a rate equivalent to the PERS II employee portion to the County's designated deferred compensation plan; and

BE IT FURTHER RESOLVED that Resolution 91 049 is hereby amended by this Resolution.

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

10:10

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>03/15/10 at 10:25 am</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Repair Work at the Kennewick Shop</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>Don McClure</u>	Pass Ordinance _____	1st Discussion <u>XXX</u>
Reviewed by: <u>Steve Becken</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Please see the attached report.

SUMMARY

RECOMMENDATION

Requesting direction from the Board whether to make the repairs and improvements to the Kennewick Shop.

FISCAL IMPACT

The 2010 ER&R Budget has:

- \$50,000.00 set up for the electrical repairs in the truck barn and county shop; and
- \$15,000.00 set up for general maintenance and repairs.

Cost estimates for the electrical repairs and upgrade, roof repairs, and the repair/replacement of swamp cooler(s) have been requested and should be available for the discussion on Monday, March 15, 2010.

MOTION

None.

Kennewick Shop Repair Work

The Kennewick Shop is in need of maintenance and repair to the electrical system in the main shop, truck barn, roof, and air conditioning (swamp Coolers). ER&R is seeking direction from the Board as to what repair work should be completed to possess a building with reasonable lifetime expectations.

The Electrical scope of work was divided into **Part I**, electrical panel replacement in bay 6 and updates to electrical outlets bays 1-3, and **Part II** the 200-amp panel and electrical upgrades for the truck barn area.

Historically the Kennewick Shop was constructed in two phases. The office area and shop bays 1, 2, and 3 were constructed in the very early 1960's. These shop bays were constructed before Washington State Department of Labor and Industries had set forth standards for electrical outlets in a "commercial garage" classified work area. A few L&I electrical code updates have been added to the current scope of work to bring these shop bays up to L&I standards. It should be noted that if Benton County opts to update any part of the current electrical system, all six bays are subject to meeting current L&I standards. ER&R had Dean Koontz, the electrical inspector department head for L&I, do a walk through to confirm any additional updated codes to be included in the scope of work for Part I of this project.

Shop bays 4, 5, and 6 were constructed in the early 1980's. The electrical outlet installations in those areas were updated when built as per L&I current "commercial garage" standards. This portion of the project requires replacement of the two main panels in bay 6 which service the entire shop and truck barn areas. The current main panels are outdated, off brand, and it is difficult to locate/purchase replacement circuit breakers to maintain the electrical load demanded of them.

Electrical Work for the truck barn is to include updating to a 200-amp service that will handle all the demands, which are simultaneously unavailable due to lack of service panel breaker space. The truck barn electrical must handle demand to power the pressure washer, lights, engine block heaters, chemical storage, storage boxcar and asphalt box heaters for the patch truck. The demand on the current electrical system is much higher than when the buildings were constructed currently allowing partial use of outlet space at any one time due to breaker overheating and disconnect.

Quotes have been solicited from three local licensed and bonded Electrical Contractors with the quotes to be divided into Part I main building panel replacement and Part II the updated service panels to the truck barn.

The roof in Bay 4 started to leak during heavy rains in January 2010. The roof is a flat roof constructed of hot tar and pea gravel cover. ER&R contacted a roofing company to look at the roof over the shop bays and give an opinion as to what can be done to repair the leaking area. The answer was that the roof is old, is not cracked, but is showing signs of saturation and needs to be replaced in its entirety. It is believed that the roof over all six bays was installed during the addition of three shop bays in the early 1980's. The roof is 30 years old and is due for replacement based on service years for this type of hot tar roof application.

The roof mounted swamp coolers in bays 1-3 are leaking during summer use causing water puddles on the floor of these bay areas. Temporary repair work has been accomplished to manage this problem but time has taken its toll on the condition of the coolers due to rust. Research needs to take place on replacement or change out of the pan areas in these units to prevent the staff from working with water puddles under their feet.

10:30 AM

EXECUTIVE SESSION
UNION NEGOTIATIONS

D SPARKS / R BROWN