

March 28,  
2011

THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
March 16, 2011, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Justice Center, Kennewick, WA

**Present:** Commissioner Shon Small (Chairman Pro Tem)  
Commissioner James Beaver  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Absent:** Chairman Leo Bowman (excused)

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; DPA Ryan Brown; Finance Manager Keith Mercer; Dean Docken, Facilities; Caroline Bowen, Fairgrounds; PA Andy Miller; Eric Hsu, OPD; Sharon Paradis, Juvenile; Judge Cameron Mitchell; Sheriff Steve Keane; Pat Austin, Superior Court; Clerk Josie Delvin; Jennifer Bowe, Juvenile.

#### Fair Association Workshop

Commissioner Beaver said he believed in 5/10/15 year strategies and wanted what was best to improve the facility. He said he had a series of user group meetings, wanted to continue that, and was interested in matching up ideas with the Fair Association.

Doug Elliot, Fair Association, said they wanted to develop a better working relationship with the County and get the facility up to standards. Additionally, they were interested in re-negotiating their lease at a lower rate. He said that costs were up (entertainment, insurance, carnival, labor) and they would be losing \$50,000 in funding from the State in 2012. He said it was their desire to lower the lease payment, but use money to improve the grounds.

Commissioner Beaver said he wanted the Fair Association to know there were other issues in front of the Board (gangs, juvenile facility, state mandates, lost income to jail facility) that were affecting the County and he could not weigh a discount to the Fair Association against public safety. However, there might be capital funding available for the County to partner with the Fair Association for improvements to the grounds.

Mr. Elliott stated the Fair Association would not be able to participate in capital improvements if they continued at the high lease rate.

Commissioner Small said he guaranteed there would be a better working relationship with the current Board of Commissioners and he was in favor of building a great community facility.

Mr. Sparks said they could look at the value of the lease as a whole (what you get, not what you are paying).

The Board agreed to have Commissioner staff work with the Fair Association to agree on a list of improvements.

Harvey Underwood discussed the challenges the County faced in completing improvements and the rules it was governed by. He said the Fair Association might be able to complete work for less since it did not have to pay prevailing wage, etc.

DPA Ryan Brown said it was a county facility and any improvements or contracts had to be done according to the law (prevailing wage, bidding requirements) and trying to get around that would be circumventing the prevailing wage law.

Mr. Sparks reiterated they would work on putting a value on the contract with the Fair Association. Mr. Elliott again asked if there was room to negotiate the lease and the Board informed him they would try to have an answer in two weeks.

It was agreed that David Sparks and Loretta Smith Kelty would be the County contact for the Fair Association when it was ready to get together to formulate a list of improvements for the Board to review.

The Board recessed at 10:10 a.m., reconvening at 10:30 a.m.

### **Law & Justice Council Workshop**

Sharon Paradis reviewed her proposal to the Board to increase Juvenile Detention by adding three detention officers and one detention relief, for a total amount of \$187,280. She said that Franklin County was not able to increase their funding at this time. Ms. Paradis then discussed the pros and cons of the two different options for additional Benton County only funding:

Option 1: Strict limits to beds assigned to each county

Option 2: Flexible per county capacity to address Benton County community safety concern  
(when capped, Franklin County youth would be released first)

Andy Miller discussed his concerns and said that certain changes had taken place in the program, based upon a temporary problem, including alternatives to detention. He said the problem now was that the juveniles were already calculating how early they would get out. He said that early release detracted from the seriousness of the message they were trying to send and hurt law enforcement efforts. He said he believed in being proactive with gangs and stopping minor crimes before they became a pattern was an effective resource to deterring Juvenile gang offenders.

Commissioner Small said he had a passion to care for the Juvenile and was interested in resolving the detention issue, then moving along to implement the gang task force.

Commissioner Beaver agreed the issue could consume a community and that he appreciated the information. He said he wanted to make a decision soon and would look at all options, including the sales tax option.

Mr. Miller said the voters approved a “detention sales tax” about 15 years ago, although the county’s capacity had not changed in that time.

Sheriff Keane said that accountability is an important component and that low-level crimes lead to high-level crimes. He said the violent offenders were being housed, but the smaller, less serious crimes did not have the same accountability. He said they would continue to look at all funding options before considering sales tax.

Eric Hsu said the Juvenile defenders shared the same concerns that their clients were “gaming the system”. Mr. Hsu suggested forming a committee to review the issue and give recommendations.

Mr. Miller said he wanted to refocus the issue back to whether Benton County could make a commitment of \$187,280 and the Board should set a policy before Ms. Paradis and/or Mr. Brown starting investing more time into the issue.

The Board said the issue would be before the Board at the next Monday meeting. Judge Mitchell said if the Board made the commitment, it could do the work required to make a recommendation.

Mr. Hsu said part of the process was to educate the public and now was a good time if putting a sales tax on the ballot was part of the long-term goal. Mr. Miller reiterated he didn’t want to get distracted from the point of today’s meeting or have the public think the long-term solution was a sales tax.

The Board agreed to discuss the issue with Commissioner Bowman at Monday’s meeting.

There being no further business before the Board, the meeting adjourned at approximately 11:30 a.m.

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Clerk of the Board

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Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
March 21, 2011, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; County Engineer Malcolm Bowie; Planning Manager Mike Shuttleworth; Human Services Administrator Ed Thornbrugh; Judge Cameron Mitchell; Public Works Manager Steve Becken; Deputy Treasurer Erhiza Rivera; Central Services Manager Randy Reid; Susan Walker and Valerie Smith, Planning; DPA Ryan Brown; Stuart Holmes, Auditor's Office; Auditor Brenda Chilton.

**Workshop Agenda**

Commissioner Small said he did a ride along with County Engineer Malcolm Bowie and looked at county roads and issues that should be addressed. He also said he had a meeting with Juvenile staff.

Commissioner Beaver reported on his meetings with TRIDEC, Workforce Development Council and Clean Air Authority and said the Board of Health meeting was cancelled due to lack of a quorum. He discussed the Fair Association workshop and Law & Justice workshop and said he wanted to give direction to Mr. Sparks to move forward with an evaluation and recommendation. Commissioner Beaver asked about a letter that was received regarding leftover money from the SEECOMM agreement. Mr. Sparks said there was money leftover from the purchase of the 800Mhz system and that per the interlocal agreement it should be returned with interest. Commissioner Small said he was working on the issue with Mr. Sparks.

Commissioner Small also commented that he had made a few calls to Franklin County, Kennewick and Richland regarding the proposed increase in Juvenile Detention and has asked them to assist financially.

Chairman Bowman said that other counties have been doing this (more with less money) due to budget cuts and maybe Benton County could get a few ideas from those counties, as part of the review process.

Chairman Bowman asked about the letter received from Council of Government regarding the bridges analysis and Commissioner Beaver said the report was in and there were three alternative locations. He said they would be working on the next step and he would continue with this project.

Chairman Bowman also discussed the invite from Energy NW (PNNL) to be held on April 19 and thought it would be good to have representation at that meeting and the Board agreed. Chairman Bowman reported on his meeting with the Secretary of Transportation regarding Commute Trip Reduction and said the Secretary was amenable to giving Benton County an exemption again. He said they would be reviewing the criteria again and he planned to attend the meeting on Friday. Additionally, he discussed Benton County's legislative priorities (Gang bill, DWS, and mental health reimbursement) and how they were moving along in the legislature.

The Board briefly recessed, reconvening at 9:05 a.m. for the regular session.

### **Approval of Minutes**

The Minutes of March 14, 2011 were approved.

### **Review Agenda**

Commissioner Small requested item "j" (Authorization for County Engineer to Approve Change Orders) be pulled for discussion.

### **Consent Agenda**

**MOTION:** Commissioner Beaver moved to approve the consent agenda items "a" through "i", pulling "j". Commissioner Small seconded and upon vote, the Board approved the following:

### **Central Services**

- a. Pitney Bowes Equipment Lease for the Mail Room at the Courthouse

### **Commissioners**

- b. Canvassing Board Appointment
- c. Rescinding Resolution 98 102, Interview Expense Policy Pilot Program

### **Facilities**

- d. Personal Services Contract w/Total Energy Management, Inc. for Heat Pumps @ Courthouse

### **Fairgrounds**

- e. Public Works Contract w/Commercial Tire, Inc.
- f. Contract w/Desert Green Lawn & Tree Care, LLC

### **Juvenile**

- g. Interagency Agreement, #IAA10160, w/St of WA, Administrative Office of the Courts

### **Prosecuting Attorney**

- h. Amendment to the Collective Bargaining Agreement – Juvenile Clerical

**Public Works**

- i. Salary Request Statement
- k. Authorization of Payment to DeAtley Crushing Company, Inc. for Crushing and Stockpiling
- l. Authorization to Purchase Refined Petroleum Products from Bleyhl Farm Service, Inc.

**Item “j” (Authorization for County Engineer to Approve Change Orders)**

Commissioner Small said he discussed the issue with David Sparks and they would be working on some word changes to the resolution.

**Public Hearing – Ordinance Amendments**

Mike Shuttleworth, Susan Walker, and Valerie Smith presented the proposed ordinance amendments for public hearing and said the plan was to have the ordinances go into effect on September 1.

**Child Day Care Facility Registration Ordinance**

Susan Walker said the ordinance amendment was to revise the related definitions to streamline the current registration process and to be consistent with Washington State licensing requirements.

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

**MOTION:** Commissioner Small moved to approve the amendments to the Child Day Care Facility Registration Ordinance, to be effective September 1, 2011 and adopt the Planning Commission’s findings of fact and direct staff to prepare a resolution for signature. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

**Community Center Residential District Ordinance**

Susan Walker said that as part of the implementation of new zoning ordinances that are consistent with adopted Comprehensive Plans, the County was classifying land into districts according to the land use designations. She said the Community Center Ordinance provided for the development of homes within established rural communities characterized by mixed use and residential development.

Ms. Walker said the Planning Commission made recommendations to approve and adopt and Planning staff also recommended a few changes. Valerie Smith discussed the changes as recommended by Planning staff (outlined on Attachment A) in the staff report.

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

**MOTION:** Commissioner Beaver moved to approve the Community Center Residential District Ordinance with the additional changes as proposed by staff in Attachment A and the Community

Center Residential Official Zoning Map, and direct staff to prepare a Resolution, Ordinance, Map and Findings of Fact. Commissioner Small seconded and upon vote, the motion carried unanimously.

#### Rural Lands 1 Acre (RL-1) Ordinance

Susan Walker said the ordinance amendment was to update the Comprehensive Plan to meet the requirements of the Washington State GMA. The amendment included classifying land into “Districts”, including the RL-1. She said the RL-1 zones were located outside the Urban Growth Area and considered to be limited areas of more intensive rural development (LAMIRD). Valerie Smith reviewed changes as suggested on Attachment A.

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

**MOTION:** Commissioner Small moved to approve the Rural Lands One Acre District Ordinance with the additional changes as proposed in Attachment A and the Official Zoning Map, and direct staff to prepare a Resolution, Ordinance, Map and Findings of Fact. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

#### Rural Lands 5 Acre (RL-5) Ordinance

Susan Walker summarized the ordinance amendment changes to the Rural Lands Five Acre District and Official Zoning Map stating that RL-5 provided for the development of homesteads where a range of agricultural activities may be conducted. Valerie Smith reviewed the changes as recommended on Attachment A.

Ryan Brown said he wanted to remind the Board this zoning ordinance would apply to those areas that were previously designated as RL 2.5 (and the appeals that were filed). The resolution was to change to RL-5 and this ordinance implemented that change.

#### Testimony

Scott Revell, KID, Kennewick, referred to the letter dated February 8, 2011 from the KID Board. He said they were asking the County to keep the clustering tool (it was important to the District and they did think there should be a density bonus). To clarify, he said they were suggesting the clustering mechanism that is present in the code today remain in effect.

Mr. Shuttleworth said the County had not ever adopted a clustering provision ordinance and Ms. Walker said there was clustering in the GMA Ag District. Mr. Shuttleworth said they had talked with the Planning Commission about the clustering provision and reviewed the process because it had been a problem in the past. He said the planned unit development allowed clustering provisions but they didn’t think it was a good idea in the 5-acre designation.

Ryan Brown said the proposed ordinance implemented a 5-acre minimum lot size.

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

Chairman Bowman asked the Board for comments based upon the public testimony. Commissioner Small said these amendments were not being implemented on personal interest, but based upon citizens and their needs in Benton County, within the state law. He said the Planning Department had worked hard on these issue and he was in favor of supporting the staff recommendations.

Commissioner Beaver said he thought there was some validity to KID's approach and wanted to talk about it further.

Mr. Shuttleworth said that even if the ordinance amendment was approved, they could come back and review the clustering process as a separate issue. Ms. Walker said they would like to have more time to review the issue, not when they were working on the zoning ordinances. Ms. Walker said she agreed there are some benefits to clustering but they didn't have all the answers right now.

**MOTION:** Commissioner Small moved to approve the Rural Lands Five-Acre District Ordinance with the additional changes proposed by staff in Attachment A, and the Rural Lands Five Acre Official Zoning Map. Additionally, to direct staff to prepare a Resolution, Ordinance, Map and Findings for the Board to sign. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

#### **Rural Lands 20 Acre (RL-20) Ordinance**

Susan Walker said the Rural Lands 20 Acre district is designed to enhance and preserve Benton County's rural character, including open space, low densities, wildlife habitat, public open space, and large tract rural homesites with agricultural activities. Valerie Smith reviewed the changes as recommended on Attachment A.

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

**MOTION:** Commissioner Beaver moved to approve the Rural Lands Twenty Acre District Ordinance with the additional changes proposed by staff on Attachment A and the Official Zoning Map. Additionally, to direct staff to prepare a Resolution, Ordinance, Map and Findings for the Board to sign. Commissioner Small seconded and upon vote, the motion carried unanimously.

Commissioner Beaver asked someone to prepare a letter to the Planning Commission thanking the department for its efforts.

The Board briefly recessed, reconvening at 10:07 a.m.

#### **Emergency Management Compensation Board**

Melina Wenner via/video conference said that BCES was requesting the County hold a compensation board for reimbursement to a volunteer worker and she requested the Board select

one Commissioner to sit on the compensation board. She said the tentative time for the board meeting was set for Monday at 1:30 p.m.

Commissioner Beaver volunteered and the Board concurred.

### **Redistricting Plan**

Chairman Bowman recommended the committee be comprised of the following members: Republican Party (one); Democratic Party (one); one from each Commissioner District (three total, as appointed by each Commissioner); League of Women Voters (one) and the County Administrator act as the liaison to the Committee. The Board agreed.

Mr. Sparks said that last time the County wrote a letter to the League to facilitate the process and each commissioner gave him their appointed person. He said the League took over the meetings and it went really smooth.

### **Transportation Commission**

Commissioner Bowman said the Transportation Commission was made up of volunteers and there was only person interested in the open position from Tri-Cities area. He recommended the Board endorse Mr. Lemley for that position since there did not seem to be any other interested persons.

Commissioner Beaver asked if there had been advertisement or outreach to get that position filled and Chairman Bowman said he did not know. Commissioner Beaver said the issue came up before the Council of Governments committee and they thought it should be advertised. Commissioner Beaver said he would follow up on that, and the Board agreed.

### **Unscheduled Visitors/Other Business**

#### **Juvenile Detention Discussion**

Chairman Bowman said the issue came down to priorities and the County didn't have enough money to fund all issues brought to the Board. Commissioner Beaver said his approach was to have David Sparks meet with Sharon Paradis to discuss solutions and bring something back to the Board. He said this was a priority and he wanted to find a way to fix it.

Commissioner Small commented that the Board was making a lot of contacts regarding this issue and he felt like they were getting closer to a solution.

Judge Mitchell said he was at the meeting to see if this was a priority with the Board so he knew if they wanted to invest the time and energy to try and come up with ideas and solutions they could bring to the Board.

The Board agreed it was a priority to be addressed.

- 11-200 Interagency Agreement, #IAA10160, w/St of WA, Administrative Office of the Courts
- 11-201 Amendment to the Collective Bargaining Agreement – Juvenile Clerical
- 11-202 Authorization of Payment to DeAtley Crushing Company, Inc. for Crushing and Stockpiling
- 11-203 Authorization to Purchase Refined Petroleum Products from Bleyhl Farm Service, Inc.

There being no further business before the Board, the meeting adjourned at approximately 10:42 a.m.

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Clerk of the Board

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Chairman

a

# RESOLUTION

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

**IN THE MATTER OF ENTERING INTO AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH DAVID SPARKS, COUNTY ADMINISTRATOR; RESCINDING RESOLUTIONS 06 660 and 09 227**

**WHEREAS**, David Sparks is currently employed by Benton County as the County Administrator; and

**WHEREAS**, David Sparks and the Board of Benton County Commissioners entered into an Employment Agreement effective January 1, 2007, to December 31, 2011 per Resolution No. 06 660; and

**WHEREAS**, David Sparks and the Board of Benton County Commissioners entered into an Amended Employment Agreement extending the original contract term to December 31, 2013; and

**WHEREAS**, it is the desire of the parties to enter into an Amended and Restated Employment Agreement (changing the terms of the compensation and benefits section) and extending the term of the contract to December 31, 2015, rescinding Resolutions 06 660 and 09 227; **NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Benton County Commissioners, Benton County, Washington is authorized to sign the attached Amended and Restated Employment Agreement; rescinding Resolutions 06 660 and 09 227.

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

orig: BOCC; D Sparks; BCPA  
cc: Payroll; Personnel

flores

b

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 3/28/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The domestic water line located in the original section of the Justice Center is deteriorating due to age and electrolysis. This project was originally approved in the 2009-2014 Capital Facility Plan, but the project was waiting for available funds.

The Commissioners discussed this project at a Board meeting and all agreed that this project is a must to move forward on, as the damage could be catastrophic if the pipe were to fail.

**RECOMMENDATION**

Move forward with the project awarding it to Apollo Sheet Metal, Inc. as the lowest responsive bidder for a contract amount of \$31,450.00 plus WSST

**FISCAL IMPACT**

This project could double in cost and unknown damages if not addressed.

**MOTION**

Move to award the domestic water line replacement located at the Benton County Justice Center, Kennewick, WA to Apollo Sheet Metal, Inc as the lowest responsive bidder for a contract amount not to exceed 31,450.00 plus WSST, and authorize the Chairman to sign the service agreement attached hereto.

# RESOLUTION

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

**IN THE MATTER OF CONTRACTING WITH APOLLO SHEET METAL, INC. FOR THE DOMESTIC WATER LINE REPLACEMENT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA**

**WHEREAS**, the domestic water line located under the original section of the Benton County Justice Center has been deteriorating over the years due to age and electrolysis; and

**WHEREAS**, this project was originally approved in the 2009-2014 Capital Facility Plan waiting for available funds; and

**WHEREAS**, the Board of Benton County Commissioners recommend moving forward with the project, as it would be extremely costly if the pipe were to fail; and

**WHEREAS**, the following proposals were solicited from contractors on the Benton County's Small Works Roster:

- Apollo Sheet Metal, Inc., Kennewick, WA – APOLLSMI87MK \$31,450.00 plus WSST
- IV Rivers, Inc., Kennewick, WA – IVRIVR1969K5 – 32,550.00 plus WSST
- Taylor Construction & Bldg, LLP – TAYLOC\*026LH – 73,400.00 plus WSST

**WHEREAS**, the Benton County Facilities Supervisor review the proposals and recommends awarding said services to Apollo Sheet Metal, Inc., Kennewick, WA as the lowest responsive bidder for a proposal amount of \$31,450.00 plus WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agree to move forward with this project and award the domestic water line replacement located at the Benton County Justice Center to Apollo Sheet Metal, Inc., Kennewick, WA for a total contract amount of \$31,450 plus WSST; and

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

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "OWNER"), and **APOLLO SHEET METAL, INC.** a corporation authorized to do business in the State of Washington with its principal offices at 1207 W Columbia Drive, Kennewick, WA (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these Terms and Conditions and the following documents, which are hereby incorporated by reference:

- a. Exhibit A - Proposal Dated 2/3/11
- b. Exhibit B - Water Line Diagram
- c. Exhibit C - Washington State Prevailing Wage Rates

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon signature of both parties and shall terminate 60 calendar days thereafter, unless earlier terminated pursuant to Section 16 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than 60 days from the date of signature of both parties.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide all necessary equipment, materials and supplies for the removal of approximately 328 ft of galvanized domestic water line and the installation of a copper water line of the same size using Pro Press Fittings detailed in Exhibit B.

In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/28/11</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: _____	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>cmb</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Isk</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with 12-Bar Production, LLC. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

**SUMMARY**

The Lease Agreement allows the 12-Bar Productions, LLC to hold the annual Untapped Blues Festival at the Fairgrounds on May 14, 2011.

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

**RECOMMENDATION**

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with 12-Bar Productions, LLC.

**FISCAL IMPACT**

\$3,473.00

**MOTION**

**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 12-BAR PRODUCTIONS, LLC**

**WHEREAS**, the 12-Bar Productions, LLC will provide the Benton County Fairgrounds \$3,473.00 to hold the annual Untapped Blues Festival at the Fairgrounds on May 14, 2011; and

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

**WHEREAS**, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the 12-Bar Productions, LLC 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 12-Bar Productions, LLC shall be granted; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the 12-Bar Productions, LLC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY FAIRGROUNDS**

1500 South Oak Street, Bldg #20  
Kennewick, WA 99337  
(509) 586-9211 ext 200

**LEASE AGREEMENT**

TODAY'S DATE: **December 3, 2010**

LEASE AGREEMENT NUMBER: **15.11**

EVENT DATE(S): **May 14, 2011**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Grounds – Including Building 1, 2, 3, Commercial Pavilion,  
and Oak Street Area West RV**

LESSEE: **12-Bar Productions, LLC, a Washington Limited Liability Corporation**

MAILING ADDRESS: **2455 George Washington Way-R139, Richland, WA 99354**

CONTACT: **Dave Nichols, Owner**

HOME PHONE: **737-7661** CELLULAR PHONE: **737-7661**

TIME OF THE EVENT: **12:00 pm until 11:00 pm**

TYPE OF EVENT: **Blues Festival**

ESTIMATED ATTENDANCE: **2000**

SELLING TICKETS: YES  NO

IF YES, TICKET OUTLET(S): **At the Door**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Execute Contract	___X___	Consent Agenda
Subject:	Pass Resolution	___X___	Public Hearing
Division of Behavioral Health and Recovery Amendment #0963-68016-04	Pass Ordinance	_____	1st Discussion
Prepared by:	Pass Motion	_____	2nd Discussion
Maria Loera, Sr. Secretary-DHS	Other	_____	Other
Reviewed by:			
Ed Thornbrugh, Administrator-DHS			

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services has a Contract with the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR) to provide substance abuse treatment services. DBHR is decreasing the contract amount by \$37,352.00.

**SUMMARY**

**Award:** Decrease \$37,352.00 for a maximum consideration of \$3,973,874.00

**Period:** November 1, 2010 through June 30, 2011

**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Amendment is provided by the Division of Behavioral Health and Recovery and the Department of Social and Health Services. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Amendment #0963-68016-04 with the Division of Behavioral Health and Recovery and to authorize the Chair to sign of behalf of the Board.



Signature \_\_\_\_\_

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #0963-68016-04 TO DECREASE THE TOTAL AMOUNT IN THE CONTRACT TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the Division of Behavioral Health and Recovery would like to amend the original Contract with Benton and Franklin Counties Department of Human Services to decrease the Contract amount; and

**WHEREAS**, the Amendment decreases the Contract by \$37,352.00 for a maximum consideration of \$3,973,874.00; and

**WHEREAS**, the Amendment is effective November 1, 2011 through June 30, 2011, NOW THEREFORE

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #0963-68016-04.

Dated this.....day of ....., 2011

Dated this.....day of ....., 2011

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

Originals: Benton & Franklin County Commissioners  
Human Services

<b>CONTRACT AMENDMENT</b>	DSHS CONTRACT NUMBER: 0963-68016  Amendment No. 0963-68016-04
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This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.	Program Contract Number  Contractor Contract Number
---	---

CONTRACTOR NAME Benton County	CONTRACTOR doing business as (DBA)
----------------------------------	------------------------------------

CONTRACTOR ADDRESS Department of Human Services 7207 W.Deschutes Ave. Kennewick, WA 99336-	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)  035-000-971	DSHS INDEX NUMBER  1122
---	---	-------------------------------

CONTRACTOR CONTACT Joel Chavez	CONTRACTOR TELEPHONE (509) 783-5284 Ext: 3906	CONTRACTOR FAX (509) 783-5981	CONTRACTOR E-MAIL ADDRESS joelc@gov.wa.co.benton-franklin.us
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DSHS ADMINISTRATION Aging and Disability Services Administration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 4011CS-63
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DSHS CONTACT NAME AND TITLE Sue Green Program Manager	DSHS CONTACT ADDRESS Post Office Box 45330  Olympia, WA 98504-5330
---	---

DSHS CONTACT TELEPHONE (360) 725-3732 Ext:	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL ADDRESS greens@dshs.wa.gov
---	------------------------------------	---

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes	CFDA NUMBERS 93.959
--	------------------------

AMENDMENT START DATE 11/1/2010	CONTRACT END DATE 6/30/2011
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PRIOR MAXIMUM CONTRACT AMOUNT \$4,011,226.00	AMOUNT OF INCREASE OR DECREASE \$-37,352.00	TOTAL MAXIMUM CONTRACT AMOUNT \$3,973,874.00
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REASON FOR AMENDMENT;  
CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT

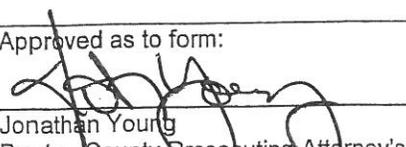
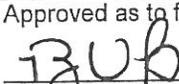
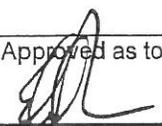
**ATTACHMENTS.** When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:  
 Additional Exhibits (specify): Exhibit A, A&R

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

Franklin County Commissioner Chair	Printed Name and Title Robert Koch, Chair Franklin County Commissioners	Date Signed
------------------------------------	---	-------------

Benton County Commissioner Chair	Printed Name and Title Leo Bowman, Chair Benton County Commissioners	Date Signed
----------------------------------	--	-------------

DSHS Signature	Printed Name and Title Eric Crawford, Senior Contracts Manager	Date Signed
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Approved as to form:  Jonathan Young Benton County Prosecuting Attorney's Office	Approved as to form:  Ryan Verhulst Franklin County Prosecuting Attorney's Office	Approved as to form:  Ed Thornbrugh Administrator, Human Services
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This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. Purpose: Due to the forecasted budget shortfalls, through Executive Order 10-04, the Governor ordered across the board budget cuts. DSHS has determined it necessary to reduce the funding and services provided under your current contract in order to meet the requirements of the order.
2. A portion of State Grant-in-Aid funds for Fiscal Year 2011 are substituted with Title 19/Medicaid funds (a net zero result). A line item for Title 19/Medicaid, CFDA# 93.778, is added to the A&R, Exhibit A.
3. CA Chemical Dependency Professionals (CDP's) funds for FY 2011 are reduced.
4. Effective November 30, 2010, Exhibit C, Program Standard & Guidelines Chemical Dependency Professional Substance Abuse Services Initiative Program, is eliminated.
5. An allowable amount of Substance Abuse Prevention and Treatment (SAPT) block grant funds from Fiscal Year 2010 are rolled-over to Fiscal Year 2011 (CFDA# 93.959).
6. An allowable amount of Criminal Justice Treatment Account funds from Fiscal Year 2010 are rolled-over to Fiscal Year 2011.
7. The maximum consideration for the entire contract is decreased by \$37,352 to \$3,973,874. All Funding changes described above are identified on the attached A&R, Exhibit A.

All other terms and conditions of this Contract remain in full force and effect.

## AWARD AND REVENUES 2009-2011 Biennium

COUNTY Benton/Franklin

PROGRAM AGREEMENT NUMBER 0963-68016

The above named County(ies), is hereby awarded the following amounts for the purposes listed

<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>		
		<u>State Fiscal Year 2010</u>	<u>State Fiscal Year 2011</u>	<u>2009-11 Biennium</u>
333.99.59	SAPT Grant-in-Aid	\$262,900	\$396,010	\$658,910
	SAPT Base	\$153,739	\$269,725	\$423,464
	Prevention	\$103,233	\$117,213	\$220,446
	Community Prevention Training	\$5,928	\$9,072	\$15,000
334.04.6X	State Grant-in-Aid	\$1,293,818	\$1,216,750	\$2,510,568
	State GIA Administration	\$206,001	\$168,083	\$374,084
334.04.6X	Criminal Justice Treatment Account	\$264,250	\$296,177	\$560,427
	CJTA Base	\$221,498	\$219,009	\$440,507
	CJTA Innovative	\$42,752	\$77,168	\$119,920
	<b>STATE - SPECIAL PROJECTS</b>	\$98,151	\$145,818	\$243,969
334.04.6X	TANF Treatment Services	\$33,741	\$33,741	\$67,483
334.04.6X	CA Chemical Dependency Professionals (CDPs)	\$64,410	\$26,680	\$91,090
	<b>FEDERAL GRANTS</b>			
333.97.78	TXIX - Fed Waiver for DL and ADATSA clients ONLY		\$85,397	\$85,397
Total Federal Funds		\$262,900	\$396,010	\$658,910
Total State Funds		\$1,656,219	\$1,658,745	\$3,314,964
<b>TOTAL ALL AWARDS</b>		<b>\$1,919,119</b>	<b>\$2,054,755</b>	<b>\$3,973,874</b>

County participation match programs include State Grant-in-Aid, Federal SAPT Grant-in-Aid and CJTA.

SAPT Grant-in-Aid - CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)  
Title XIX - CFDA 93.778

### Criminal Justice Treatment Account

Criminal Justice Treatment Account (CJTA) funds are awarded to counties by state fiscal year in accordance with OFM budget allotment distribution. However, CJTA funds are legislatively appropriated on a biennial basis.

No more than 10% of the CJTA and Drug Court award may be spent on BARS 566.11 for County Only Administration.  
No more than 10% of the CJTA and Drug Court award may be spent on BARS 566.11 for Drug Court Administration.

e

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	EXECUTIVE CONTRACT <u>xx</u> PASS RESOLUTION <u>xx</u> PASS ORDINANCE PASS MOTION OTHER	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> BC 03-28-11 FC 04-06-11			PUBLIC HEARING
<b>SUBJECT:</b> Contract Amendment with the City of Kennewick for Graffiti Abatement Program			1ST DISCUSSION
<b>Prepared By:</b> Donna A Lee			2ND DISCUSSION
<b>Reviewed By:</b> Sharon A Paradis			OTHER

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Amendment to Fee for Services Rendered Contract between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and the city of Kennewick. BFJJC has been providing the Graffiti Abatement Program (GAP) to the City of Kennewick for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism with juveniles sentenced to work crew. The language in Section 2.B, Services Provided, is being amended.

**SUMMARY**

There are four (4) originals of the Amendment to Fee for Services Rendered Contract for the Graffiti Abatement Program that need to be signed by both the Benton and Franklin County Boards of Commissioners.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Fee for Services Contract Amendment between the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center as written.

**FISCAL IMPACT**

Compensation is set forth in the Contract approved by Benton County Resolution No. 11 019 and Franklin County Resolution No. 2011 012.

**MOTION**

I move that the Benton County Board of Commissioners and the Franklin County Board of Commissioners approve and sign the Fee for Services Contract Amendment between the City of Kennewick and Benton-Franklin 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 BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEE FOR SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE CITY OF KENNEWICK, TO PROVIDE THE GRAFFITI ABATEMENT PROGRAM (GAP), THUS AMENDING BENTON COUNTY RESOLUTION 11 019 AND FRANKLIN COUNTY RESOLUTION 2011 012.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the proposed Fee for Services Contract Amendment between the Juvenile Court and the City of Kennewick be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 11 019 and Franklin County Resolution 2011 012, **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 amended Fee For Services Contract between the Benton-Franklin Counties Juvenile Justice Center and the City of Kennewick, thus amending Benton County Resolution 11 019 and Franklin County Resolution 2011 012.

DATED this 28<sup>th</sup> day of March 2011  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 6<sup>th</sup> day of April 2011  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

### FEE FOR SERVICES RENDERED CONTRACT AMENDMENT FOR THE GRAFFITI ABATEMENT PROGRAM TERMS AND CONDITIONS

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Kennewick, with its principal offices at 210 W Sixth AVE, PO Box 6108, Kennewick, WA, 99336-6108, (hereinafter "City").

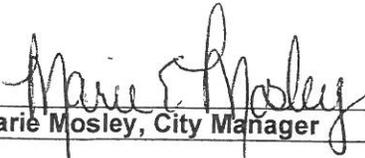
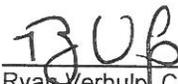
In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 11 073 and executed on January 24, 2011, and Franklin County Resolution No. 2011 035 and executed on January 19, 2011 (the "Contract"), the parties agree section 2.B, Services Provided, shall be amended and replaced with the following:

#### 2. SERVICES PROVIDED

- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner.

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

This Amendment shall be effective upon execution by the parties.

 Marie Mosley, City Manager	 Sharon A. Paradis
Date	Date
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:	Approved as to Form:
<u>Agreed Review Performed by Franklin County</u> Stephen Hallstrom, Deputy Prosecuting Attorney Date	 Ryan Verhulst, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Leo Bowman</u> Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: <u>Robert Koch</u> Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: <u>02/17/2011</u>
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

f

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	EXECUTIVE CONTRACT <u>xx</u> PASS RESOLUTION <u>xx</u> PASS ORDINANCE _____ PASS MOTION _____ OTHER _____	CONSENT AGENDA <u>xx</u> PUBLIC HEARING _____ 1ST DISCUSSION _____ 2ND DISCUSSION _____ OTHER _____
MEETING DATE: BC 03-28-11 FC 04-06-11				SUBJECT: Amendment to Professional Services Agreement for Criminal Defense Panel Attorney - Karyn K. Oldfield
Prepared By:	Donna A. Lee			
Reviewed By:	Sharon A. Paradis			

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Karyn K. Oldfield. Ms. Oldfield has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards. The language in Section 7.f of the Agreement is being amended.

**SUMMARY**

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

**FISCAL IMPACT**

Compensation for the panel attorney is set forth in the amendment.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Ms. Oldfield.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KARYN OLDFIELD, THUS, AMENDING BENTON COUNTY RESOLUTION 10 712 AND FRANKLIN COUNTY RESOLUTION 2010 357.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the Juvenile Court and the defense panel attorney, to-wit: Karyn Oldfield, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 10 712 and Franklin County Resolution 2010 357, 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 amended agreement between the Juvenile Court and the defense panel attorney, to-wit: Karyn Oldfield, thus, amending Benton County Resolution 10 712 and Franklin County Resolution 2010 357.

DATED this 28<sup>th</sup> day of March 2011  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 6<sup>th</sup> day of April 2011  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

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

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSON IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between Karyn K. Oldfield, attorney at law, Washington State Bar Association #23053 (Attorney); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 10 712 and executed on November 22, 2010, and Franklin County Resolution No. 2010 357 and executed on December 1, 2010), hereinafter referred to as the "Existing PSA", the parties agree section 12, Compensation of said Existing PSA, shall be amended by being replaced with the following:

### 12. COMPENSATION.

a. As compensation for Attorney's performance and rendering of independent professional legal services, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$5,278.82** (proratable for any partial month), payable on the last business day of the month, for the year 2011.

b. During calendar year 2012, Attorney's monthly compensation hereunder shall be equal to Attorney's monthly compensation during December of the preceding calendar year plus any cost-of-living-adjustment ("COLA") percentage increase (if any) received by the Juvenile Justice Center's non-bargaining employees for the year 2012, as the case may be, prospectively effective as of the COLA's effective date.

(i) For example, if the non-bargaining employees received a 3% COLA increase for 2012, Attorney's monthly compensation for 2012 would be \$5,437.18 (i.e., Attorney's December 2011 monthly compensation of \$5,278.82 increased by 3%).

(ii) By way of further example, if the non-bargaining employees received a 3% COLA increase effective as of July 1, 2012 (rather than January 1, 2012), Attorney's monthly compensation would also increase by 3% to \$5,437.18, with such increase being prospectively effective as of July 1, 2012.

c. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective November 30, 2011, the above-stated \$ 5,278.82 monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the Counties; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide cases. By way of further example, if this Agreement is terminated effective November 15, 2011, the above-stated \$5,278.82 monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the Counties; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above \$5,278.82 monthly payment amount) as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide cases.

d. Attorney acknowledges and agrees that the above-stated compensation to Attorney (exclusive of the below-described additional compensation Attorney would be entitled to receive for homicide cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total of 225 case equivalents.

e. For representation during Truancy Court dockets and Truancy Boards, Attorney shall be provided additional compensation as follows:

- (i) A flat fee of \$450 per Truancy Court docket;
- (ii) A flat fee of \$200 per Truancy Board

f. In addition to the above-stated compensation to Attorney, Attorney shall be paid as professional service attorney fees and not as employment

salary/wages, the additional sum of **\$2,184.44 per month** (proratable for any partial month) for Attorney's representation of Benton County Juvenile Drug Court participants under this Agreement. Furthermore, beginning March 1, 2011, Attorney shall be compensated the additional sum of \$100.00 per month per person ("Franklin County compensation"), if any, for Attorney's representation of Franklin County Drug Court participants cases under this Agreement . For any months when there are no Franklin County Drug Court participants, Attorney shall not be entitled to any Franklin County compensation. During calendar years 2012, Attorney's monthly Drug Court compensation shall be equal to Attorney's monthly Drug Court compensation during December of 2011 plus any COLA percentage increase (if any) received by the Juvenile Justice Center's non-bargaining employees for 2012, prospectively effective as of the COLA's effective date. Provided that, however, in the event that public funding for the Drug Court program is lost or reduced and the Counties do not then decide to terminate such program (whereupon such additional compensation to Attorney would correspondingly also terminate), the parties agree to negotiate in good faith a reduced compensation amount to Attorney for Drug Court cases. In the event that the parties fail to reach a negotiated and agreed reduction in Attorney's compensation, the issue will be resolved by the parties pursuant to the provisions of paragraph 31 below.

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

This Amendment shall be effective upon execution by the parties.

Attorney	Benton-Franklin Counties Juvenile Justice Center

*Leo Bowman* 3/14/11

*Sharon A. Paradis* 3/10/2011

Karyn Oldfield Date	Sharon A. Paradis Date
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><i>[Signature]</i> 3/10/11  <hr/> Eric Hsu, Indigent/Defense Coordinator      Date</p> <p>Approved as to Content</p> <p><i>[Signature]</i>  <hr/> Sharon Paradis, Juvenile Justice Administrator</p> <p>By: _____  Name: <u>Leo Bowman</u>  Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>By: _____  Name: <u>Robert E. Koch</u>  Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: BC 03-28-11 FC 04-06-11		Executive Contract	<u>xx</u>	
SUBJECT: Amendment to Contract with Washington Collectors Tri-Cities, Inc		Pass Resolution	<u>xx</u>	
Prepared By:	Donna A Lee	Pass Ordinance		
Reviewed By:	Sharon A Paradis	Pass Motion		
		Other		

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Amendment to the Contract between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Washington Collectors Tri-Cities, Inc. Washington Collectors Tri-Cities, Inc. is a licensed collection agency with which Benton Franklin Juvenile Justice Center (BFJJC) has contracted with for several years to collect on past due parental payment accounts. Parents or legal guardian are charged a fee for Diversion, Detention and Work Crew. Unpaid accounts are submitted to Washington Collectors, Inc. for further collection efforts. The language in Section 7, Insurance, is being amended

**SUMMARY**

There are four (4) originals of the Amendment to the Contract that need to be signed by both the Benton County Board of Commissioners and the Franklin County Board of Commissioners.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Washington Collectors, Inc. as written.

**FISCAL IMPACT**

There is no cost to either county for collection. Washington Collectors Inc., charges the obligated parties above and beyond the face value of the account.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to the Contract between the Benton-Franklin Counties Juvenile Justice Center and Washington Collectors Tri-Cities, Inc.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON COLLECTORS TRI-CITIES, INC., THUS AMENDING BENTON COUNTY RESOLUTION 09 822 AND FRANKLIN COUNTY RESOLUTION 2009 504, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract between Washington Collectors Tri-Cities, Inc. and Benton-Franklin Counties Juvenile Justice Center be approved as presented, AND

WHEREAS, approval then necessitates amending Benton County Resolution 09 822 and Franklin County Resolution 2009 504, 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 Amendment to Contract, thus, amending Benton County Resolution 09 822 and Franklin County Resolution 2009 504.

DATED this 21<sup>st</sup> day of March 2011  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 6<sup>th</sup> day of April 2011  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

## AMENDMENT TO CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND WASHINGTON COLLECTORS TRI-CITIES, INC.

THIS CONTRACT AMENDMENT is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively "Counties"), and Washington Collectors Tri-Cities, Inc., a Washington corporation and licensed collection agency under Chapter 19.16 RCW, with its principal offices at 510 North 20<sup>th</sup> Street, STE D, Pasco WA 99301 (hereinafter "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract numbered as Benton County Resolution No. 09 822 and executed on December 14, 2009, and Franklin County Resolution No. 2009 504 and executed on December 21, 2009, the parties agree to section 7, Insurance, shall be amended and replaced with the following section 7, Insurance:

### 7. INSURANCE

- A. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incurs fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all

finances, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- B. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

C. **Other Insurance Provisions:**

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) Benton and Franklin Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

D. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A: VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.



h

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR FISH PASSAGE BARRIER REMOVAL 2010

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2010; and

WHEREAS, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2010 will be submitted digitally; and

WHEREAS, the County Engineer has prepared the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2010; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2010 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2010 on behalf of Benton County.

Dated this 28th day of March, 2011.

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

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

\_\_\_\_\_  
Member.

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

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

DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD  
REPORTS FOR 2010

County # 3 County Name Benton  
Required Submittal Date: April 1, 2011

The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.

\*\*\*\*\*



Traffic Law Enforcement Certification 2010

(Engineer Check)

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

[Signature]  
County Sheriff

3/16/11  
Date

Brenda Chellou  
County Auditor

03/18/11  
Date

\_\_\_\_\_  
Chair / Executive

\_\_\_\_\_  
Date

\*\*\*\*\*



Fish Passage Barrier Removal Certification 2010

(Engineer Check)



Annual Certification 2010

(Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

\_\_\_\_\_  
Chair / Executive:  
[Signature]  
County Engineer:

\_\_\_\_\_  
Date  
3-22-11  
Date

\*\*\*\*\*



Annual Construction Report for 2010

(Engineer Check)



County Arterial Preservation Report for 2010

(Engineer Check)



Maintenance Management Cert. for 2010

(Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

\_\_\_\_\_  
County Engineer:

3-22-11  
Date

**R E S O L U T I O N**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT 2010

WHEREAS, in accordance with RCW 36.79.140, the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Traffic Law Enforcement for 2010; and

WHEREAS, Certification of Road Fund Expenditures for Traffic Law Enforcement for 2010 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and the Benton County Auditor have signed the digital submittal certification for said Certification as required by CRAB; NOW, THEREFORE,

BE IT RESOLVED that the Chairman be authorized to sign the Digital Submittal Certification for Traffic Law Enforcement for 2010 on behalf of Benton County.

Dated this 28th day of March, 2011.

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

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

\_\_\_\_\_  
Member.

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

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

MJB:LJM:slc

**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD**  
**REPORTS FOR 2010**

County # 3 County Name Benton  
 Required Submittal Date: **April 1, 2011**

**The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.**

\*\*\*\*\*

**Traffic Law Enforcement Certification 2010**  
 (Engineer Check)

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

<u><i>[Signature]</i></u> County Sheriff	<u>3/16/11</u> Date
<u>Brenda Chillon</u> County Auditor	<u>03/18/11</u> Date
_____ Chair / Executive	_____ Date

\*\*\*\*\*

**Fish Passage Barrier Removal Certification 2010**  
 (Engineer Check)

**Annual Certification 2010**  
 (Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____ Chair / Executive:	_____ Date
<u><i>[Signature]</i></u> County Engineer:	<u>3-22-11</u> Date

\*\*\*\*\*

**Annual Construction Report for 2010**  
 (Engineer Check)

**County Arterial Preservation Report for 2010**  
 (Engineer Check)

**Maintenance Management Cert. for 2010**  
 (Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

<u><i>[Signature]</i></u> County Engineer:	<u>3-22-11</u> Date
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R E S O L U T I O N

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: APPROVAL OF ANNUAL CERTIFICATION FOR 2010

WHEREAS, as required by WAC 136-04, the Annual Certification for Calendar Year 2010 has been prepared; and

WHEREAS, the Annual Certification for 2010 will be submitted digitally; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Annual Certification for Calendar Year 2010 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Annual Certification for 2010 on behalf of Benton County.

Dated this 28th day of March, 2011.

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

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

\_\_\_\_\_  
Member.

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

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

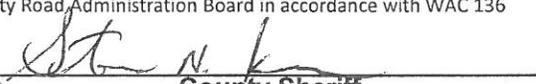
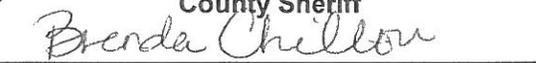
**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD**  
**REPORTS FOR 2010**

County # 3 County Name Benton  
 Required Submittal Date: **April 1, 2011**

**The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.**

\*\*\*\*\*

**Traffic Law Enforcement Certification 2010**  
 (Engineer Check)  
 I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

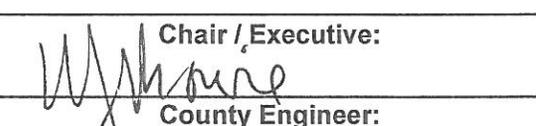
 _____ <b>County Sheriff</b>	_____ <b>Date</b> 3/16/11
 _____ <b>County Auditor</b>	_____ <b>Date</b> 03/18/11
_____ <b>Chair / Executive</b>	_____ <b>Date</b>

\*\*\*\*\*

**Fish Passage Barrier Removal Certification 2010**  
 (Engineer Check)

**Annual Certification 2010**  
 (Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____ <b>Chair / Executive:</b>	_____ <b>Date</b>
 _____ <b>County Engineer:</b>	_____ <b>Date</b> 3-22-11

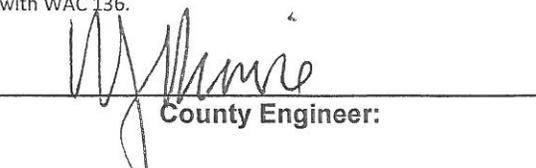
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**Annual Construction Report for 2010**  
 (Engineer Check)

**County Arterial Preservation Report for 2010**  
 (Engineer Check)

**Maintenance Management Cert. for 2010**  
 (Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

 _____ <b>County Engineer:</b>	_____ <b>Date</b> 3-22-11
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K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: RENTAL OF PAVING MACHINE

WHEREAS, the Public Works Department has a need to rent one paving machine to apply an asphalt pre-level on approximately 4 miles of Missimer Road from Snipes Road to King Tull Road in preparation for the bituminous surface treatment program in 2011; and

WHEREAS, inquiries were made of many vendors in search of a paving machine available for rent; and

WHEREAS, Road Products, Inc., Spokane, Washington, is the only vendor on the County Vendor's List with a paving machine available for rent; and

WHEREAS, the monthly rental of the machine is \$7,500.00 plus State Sales Tax; and

WHEREAS, the County Engineer recommends the use of the paving machine; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners does hereby authorize the 2011 rental of the paving machine through Road Products, Inc. as listed on the Benton County Vendor's list; and

BE IT FURTHER RESOLVED, that the total rental amount shall not exceed \$16,245.00 including state sales tax.

Dated this 28<sup>th</sup> day of March, 2011

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

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

\_\_\_\_\_  
Member.

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

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

SWB:MJB: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 21, 2011, award was made to BLEYHL FARM SERVICE, INC., Grandview, Washington, for ERR Purchase of Refined Petroleum Products – Bulk Diesel Fuel, and

WHEREAS, the Supply Contract has been executed by BLEYHL FARM SERVICE, INC.; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Supply Contract, a copy of which is on file with the County Engineer.

Dated this 28th day of March, 2011

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

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

\_\_\_\_\_  
Member.

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

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

SWB:LJM:slc

SUPPLY CONTRACT  
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

2011

THIS AGREEMENT, made and entered into this 1st day of April, 2011, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and BLEYHL FARM SERVICE, INC., Grandview, Washington, hereinafter called “the Contractor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor those refined petroleum products described and set forth in the “Proposal for Furnishing Refined Petroleum Products – Bulk Diesel Fuel” to the County of Benton (including Contractor’s proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor’s proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor’s price to the County as set forth in the Contractor’s proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contracting the Contractor’s major supplier.

III. The Contractor agrees to deliver to the County such refined petroleum products at such locations within the County, at such times and in such quantities as the County may specify.

IV. The Contractor agrees and covenants to indemnify, defend, and save harmless the County from loss, damage, liability or expense to persons or property arising from the neglect, omission, or default of the Contractor. In case any suit or cause of action shall be brought against the County on account of any neglect, omission, or default on the part of the Contractor, the Contractor agrees to assume the defense thereof and to pay any and all costs, charges, attorney fees, and other expenses, and any and all judgements that may be incurred or obtained against the County.

V. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease fuel deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any fuel deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

COUNTY OF BENTON

by: *Morgan R. Roberts*  
Title: *GM / Secretary*

by: \_\_\_\_\_  
Chairman, Board of Benton  
County Commissioners

ATTEST:

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

Date \_\_\_\_\_

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PUBLIC WORKS DEPARTMENT CONTRACTS ADMINISTERED BY THE COUNTY ENGINEER

WHEREAS, from time to time the Board of Benton County Commissioners enter into contracts for projects recommended by the Benton County Public Works Department for road construction, aggregate material crushing and stockpiling;

WHEREAS, the contracts are administered by the County Engineer to completion; and

WHEREAS, at times there are unknown factors that occur during the performance of the contract that may increase or decrease the total cost of the project; and

WHEREAS, a Change Order is required to address the change; and

WHEREAS, the process of obtaining Board approval of the Change Order prior to implementing the change may cause a shutdown of the project while awaiting Board approval; and

WHEREAS, time is of the essence and it being in the best interest of the public that the Board of County Commissioners authorize the County Engineer to approve change orders on those projects administered through the Public Works Department; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners do hereby authorize the County Engineer to approve all change orders for those contracts administered by the Engineer through the Public Works Department.

Dated this 28th day of March, 2011

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

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

\_\_\_\_\_  
Member.

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

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

SWB:MJB:LJM:slc

RESOLUTION



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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF COMPANY 79 FOR A FRANCHISE TO CONTINUE IRRIGATION AND DOMESTIC WATERLINES, SEWER LINES, AND ALL FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Company 79, has applied to continue a franchise for irrigation and domestic waterlines, sewer lines, and all facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, April 25, 2011 at 9:55 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 28th<sup>th</sup> day of March 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:lss

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF BENTON COUNTY SOLID WASTE MANAGEMENT RE:  
ACCEPTANCE OF AMENDMENT NO. 2 TO COORDINATED PREVENTION  
GRANT NO G1000433

WHEREAS, the Washington State Department of Ecology has proposed Amendment  
No. 2 to the Coordinated Prevention Grant No. G1000433, that was approved by the  
Board on January 25, 2010; and

WHEREAS, the Amendment increases the total eligible costs allowed under the Grant;  
and

WHEREAS, the Public Works Manager recommends acceptance of this Amendment;  
NOW, THEREFORE,

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

Dated this 28th day of March, 2011.

\_\_\_\_\_  
Chairman.

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

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

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

SWB:dlh

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>March 28, 2011</u>	Execute Agreement	<u>XX</u>	Consent Agenda	<u>XX</u>
Subject:	<u>Grant Amendment</u>	Pass Resolution	<u>XX</u>	Public Hearing	<u>          </u>
Prepared by:	<u>dlh</u>	Pass Ordinance	<u>          </u>	1st Discussion	<u>          </u>
Reviewed by:	<u>SWB</u>	Pass Motion	<u>          </u>	2nd Discussion	<u>          </u>
		Other	<u>          </u>	Other	<u>          </u>

**BACKGROUND INFORMATION**

Washington State Department of Ecology (DOEc) has proposed Amendment No. 2 to the Coordinated Prevention Grant No. G1000433, that was approved by the Board on January 25, 2010. The proposed Amendment increases the total eligible costs allowed under the Grant by \$53,333.

**SUMMARY**

Amendment No. 2 has been prepared by the DOEc to provide changes to the original grant.

**RECOMMENDATION**

Approve authorization for Chairman to sign the Amendment.

**FISCAL IMPACT**

Increases the grant funding by \$53,333, with matching funds of \$13,333 provided by the County and partner Cities in the following amounts:

- Benton County: \$2,754
- City of Benton City: \$233
- City of Prosser: \$402.
- City of Richland: \$3,734
- City of West Richland: \$919

The additional funding will be used to provide a household hazardous waste collection event for all County residents.

**MOTION**

Authorize Chairman to sign Amendment.

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AWARDING THE BUSINESS OF PROVIDING COLLECTION AND TRANSPORT OF HOUSEHOLD HAZARDOUS WASTE FROM BENTON COUNTY

WHEREAS, resolution 09-814 and RCW 36.32.250 authorize contracts for personal and professional services without advertisement and formal sealed bidding; and

WHEREAS, Statements of Qualifications were solicited from two vendors on the Benton County Small Works Roster; and

WHEREAS, a Statement of Qualifications was received from one vendor as follows:

BURLINGTON ENVIRONMENTAL LLC  
Kent, Washington 98032

and

WHEREAS, the County Engineer recommends award of the business of providing collection and transport of household hazardous waste from Benton County to BURLINGTON ENVIRONMENTAL, LLC, Kent, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of be awarded to, BURLINGTON ENVIRONMENTAL, LLC, Kent Washington; and

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

Dated this 28th day of March, 2011.

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

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

\_\_\_\_\_  
Member.

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

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

RBD:LJM:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 28, 2011</u>	Execute Agreement _____	Consent Agenda _____ <b>X</b>
Subject: <u>Award of HHW Collection And Transportation Svcs</u>	Pass Resolution _____ <b>X</b>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>SWB</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

## BACKGROUND INFORMATION

Benton County Solid Waste has a Coordinated Prevention Grant (CPG) agreement with the Washington State Department of Ecology (DOEc), which provides funding for the collection of household hazardous waste (HHW) from households in Benton County. Due to the closing of the permanent collection site at the Richland Landfill due to extensive fire damage, Benton County must rely on off-site collections and the services of a company licensed for the handling and transport of the HHW.

The Solid Waste Department solicited Statements of Qualifications from two companies on the County's Small Works Roster: CHEMSAFE, Kittitas, WA; and BURLINGTON ENVIRONMENTAL, LLC, Kent, WA. A Statement of Qualifications and preliminary price quote was received from Burlington Environmental.

Burlington Environmental has been under contract by the City of Richland for many years, providing collection and transportation of HHW at the permanent collection site. Their qualifications, staff, and past work record make them an excellent choice for this collection event.

The preliminary price quote of \$25,547.72 for the one-day collection event is based on amounts of various HHW material collected at previous collection events.

The CPG agreement has been amended to provide an additional \$53,333 for use for the HHW collection event. The matching funds required by the grant will be provided by Benton County and the Cities of Benton City, Kennewick, Prosser, Richland, and West Richland.

The tentative date for the HHW collection event is Saturday, April 30, to be held in conjunction with the West Richland Cleanup Day event. The HHW collection will be available to all residents of Benton County.

## SUMMARY

The collection of HHW in Benton County has been a successful, well attended program, and is an important part of the Benton County Solid Waste Plan. It is an important tool to keep potentially hazardous substances out of the landfills and the environment.

## RECOMMENDATION

Approve the award of the business of providing collection and transport of household hazardous waste from Benton County to BURLINGTON ENVIRONMENTAL, LLC, Kent, Washington.

## FISCAL IMPACT

The cost of providing collection and transport of household hazardous waste has been estimated at \$25,547.72, with funding from the CPG and matching funds.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/28/2011</u>	Execute Contract	_____
Subject: Jail Usage	Pass Resolution	_____
Contract	Pass Ordinance	_____
Prepared by: <u>J. Thompson</u>	Pass Motion	_____
Reviewed by: 	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

9

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office started to actively look for jail usage contracts after receiving notification that the City of Olympia decision not to house their inmates at the Benton County jail during the 2011 calendar year.

**SUMMARY**

Captain Thompson started corresponding with South Correctional Entity (SCORE), a governmental administrative entity pursuant to RCW 39.34.030(5), regarding jail usage until construction of their facility was complete. The completion of the SCORE facility is estimated to be sometime in September of 2011.

It was agreed to house as many inmates SCORE needed within the capacity and classification guidelines of the Benton County Jail. SCORE will be providing the majority of the transports.

**RECOMMENDATION**

To approve the attached agreement between Benton County and SCORE for jail bed space at the Benton County Jail.

**FISCAL IMPACT**

Projected revenue of: \$603,900

(50 bed days at \$66.00 for 183 days)

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND SOUTH CORRECTIONAL ENTITY (SCORE), A GOVERNMENTAL ADMINISTRATIVE ENTITY PURSUANT TO RCW 39.34.030(5) FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER**

**WHEREAS**, Benton County and the South Correctional Entity (SCORE), a governmental administrative entity pursuant to RCW 39.34.030(5) wish to enter into an agreement for jail bed space at the Benton County Jail; and

**WHEREAS**, the cost per bed day is set at \$66.00 per day; and

**WHEREAS**, the Benton County Sheriff has reviewed the agreement and recommends approval of the attached agreement; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington, hereby approves and is authorized to sign the attached agreement between Benton County and the South Correctional Entity (SCORE), a governmental administrative entity pursuant to RCW 39.34.030(5), for the use of the Benton County jail facilities by the South Correctional Entity (SCORE) for the period of March 29, 2011 through December 31, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

## AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the South Correctional Entity ("SCORE") South Correctional Entity (SCORE), a governmental administrative agency pursuant to RCW 39.34.030(5), (hereinafter "Contract Agency").

### RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

### AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

**1. PURPOSE:** It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington 99336. Such use shall be solely for the purpose of incarcerating inmates otherwise subject to incarceration at Contract Agency's jail facilities and shall be further subject to all terms and conditions contained herein.

**2. MAILING AND CONTACT ADDRESS:** All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/28/2011</u>	Execute Contract	_____
Subject: <u>Copier Lease Agreement</u>	Pass Resolution	<u>X</u>
	Pass Ordinance	_____
Prepared by: <u>Ruth Plummer</u>	Pass Motion	_____
Reviewed by: <u>Julie Thompson</u>	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

### BACKGROUND INFORMATION

Benton County Sheriff's Office currently has copy leases with IKON in which three (3) expire this month. IKON has agreed to update all copy leases for the same cycle.

### SUMMARY

Options were discussed with an IKON representative and due to the high volume of the copier machines, a 36 month lease was agreed upon.

Jonathan Young has approved the Operating Lease Agreement.

### RECOMMENDATION

authorize the Board of Benton County Commissioners to sign the Operating Lease Agreement

### FISCAL IMPACT

The savings to the Sheriff's Office is \$257.91 per month with the 36 month lease.

### MOTION

# RESOLUTION

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

**IN THE MATTER OF APPROVING THE OPERATING LEASE AGREEMENT FOR COPIERS FROM IKON OFFICE SOLUTIONS FOR THE BENTON COUNTY SHERIFF'S OFFICE LOCATED IN KENNEWICK, WA**

**WHEREAS**, IKON Office Solutions is a vendor under State Contract #03706; and

**WHEREAS**, the Benton County Sheriff's Office would like to enter into a 36 month lease option with IKON Office Solutions for the leasing of the following Ricoh copiers: two (2) MP 171 SPF Copiers, one (1) MP 3351 SPF Copier, two (2) MP 3351 SP Copiers, and two (2) MP 4000 B Copiers, and

**WHEREAS**, attached hereto is the Operating Lease Agreement, along with a copy of the State Contract #03706 (Exhibit A), detailed pricing sheet (Exhibit B), and Promotional price sheet (Exhibit C); together, these outline the fees to be charged to the Benton County Sheriff's Office for the lease of the copiers; and

**WHEREAS**, the total monthly maintenance and lease agreement amount will be \$956.56 including all supplies, except paper, at \$0.0085 per black/white copy for the MP 171 SPF Copiers and \$0.0066 per black/white copy for all other Copiers; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby is authorized to sign the Operating Lease Agreement between Benton County Sheriff's Office and IKON Office Solutions for a 36-month lease for the above mentioned Ricoh Copiers.

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

# OPERATING LEASE AGREEMENT

## Benton County, Washington

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

COUNTY RESOLUTION

No. \_\_\_\_\_  
This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Ikon Office Solutions PO Box 650073 Dallas, TX 75265

VENDOR CODE:

VENDOR CONTACT: Joshua McCarty

VENDOR CONTACT PHONE: (509) 205-4030 – Cell

TYPE OF LEASE: 36 mo operating copier lease per WA State Contract #03706.  
Single invoice for both operating lease and overages.

**AGREEMENT:**

In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this agreement.

P.O. DATE:

Delivery Date:

**SHIP TO:**

Benton County Sheriff's Office  
7122 W. Okanogan Place  
Kennewick, WA 99336

**BILL TO:**

Benton County Sheriff's Office  
7122 W. Okanogan Place  
Kennewick, WA 99336

**REMIT TO:**

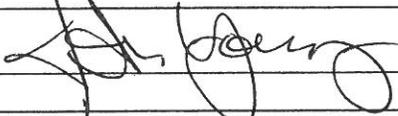
Ikon Office Solutions  
PO Box 650073 Dallas  
TX 75265

Line	Model	Description	Term	Unit Price	Total Price
1	Aficio MP 171 SPF Power Filter  <b>PROSSER OFFICE</b>	Ricoh MP 171 SPF per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0085.	36 months	\$30.00	\$1,080.00
2	Aficio MP 171 SPF Power Filter  <b>CIVIL DIVISION</b>	Ricoh MP 171 SPF per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0085.	36 months	\$30.00	\$1,080.00
3	Ricoh MP 3351 SPF Copy/Scan/Print/Fax/ Staple/DOSS  <b>MEDICAL</b>	Ricoh MP 3351 SPF per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0066. Networking	36 months	\$175.69	\$6,324.84
4	Ricoh MP 3351 SP Copy/Scan/Print/Staple /Hole Punch/DOSS  <b>SHERIFF ADMIN</b>	Ricoh MP 3351 SP per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0066. Networking	36 months	\$201.83	\$7,265.88
5	Ricoh MP 4000 B Copy/Fax/Staple/ DOSS Large Capacity Paper Tray  <b>JAIL RECORDS</b>	Ricoh MP 4000 B per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0066.	36 months	\$168.87	\$6,079.32

6	Ricoh MP 4000 B Copy/Fax/DOSS/Large Capacity Paper Tray  <b>BOOKING</b>	Ricoh MP 4000 B per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0066.	36 months	\$148.34	\$5,340.24
7	Ricoh MP 3351 SP Copy/Print/Scan/Staple /Hole Punch/DOSS  <b>SHERIFF'S RECORDS</b>	Ricoh MP 3351 SP per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0066. Networking	36 months	\$201.83	\$7,265.88

The term of this Agreement shall be <u>36</u> months:  Beg: Delivery/Acceptance Date through: Term End exp. time:			SUB TOTAL = \$ 956.56	
			8.3% SALES TAX = \$	
			TOTAL ORDER = \$	

<p>This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A), including Schedule B thereto (copy attached hereto as Exhibit B), and Special Promotional Pricing (copy attached hereto as Exhibit C).</p> <p>In case of any conflicts, the order of precedence is:  1. The State of Washington Contract No. 03706 including Schedule B thereto and Special Promotional Pricing;  2. This Lease Agreement.</p> <p>Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.</p>	<p>QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:  Dept. Contact: Julie Thompson  Benton County Sheriff's Office  Title: Administrative Assistant</p>
	<p>Address: 7122 W. Okanogan Place  Kennewick, WA 99336</p>
	<p>Phone: (509) 735-6555  Fax: (509) 736-3895</p>

Approved as to Form (Deputy Prosecutor): 

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

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

Vendor Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Chairman  
Benton County

Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

Member  
Benton County

Board of Commissioners: \_\_\_\_\_

Member  
Benton County

Board of Commissioners: \_\_\_\_\_

Constituting the Board  
of County Commissioners  
of Benton County (Clerk): \_\_\_\_\_

S

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 28 Mar 2011 Subject: TRIDEC contract Memo Date: 03 Mar 2011 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

### SUMMARY & BACKGROUND

Attached is the annual economic development support contract and accompanying resolution for the Tri-City Development Council (TRIDEC).

Most of the contract language is identical to previous contracts, the changes being in term (April 1st – December 31st), and work plan. TRIDEC has been a little slow in the last couple of years in adopting their annual Work Plan, so that is why we don't have a contract in place at the start of the year.

The compensation is the same as 2010 – \$21,000.

### FISCAL IMPACT

\$21,000 for the year.

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE  
TRI-CITY DEVELOPMENT COUNCIL

**WHEREAS**, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

**WHEREAS**, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently running an economic development program within Benton County that promotes Benton County and the Tri-Cities area throughout the business community; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Economic Development Agreement between Benton County and TRIDEC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

## **STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC) with its principal address at 7130 West Grandridge Boulevard – Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

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

### **1. CONTRACT DOCUMENTS**

This Contract consists of this agreement and the following attached exhibit, which is incorporated herein by this reference

- a. 2011 Commerce and Industry Division Work Plan

### **2. DURATION OF CONTRACT**

The term of this Contract shall begin on April 1, 2011, and shall expire on December 31, 2011.

### **3. SERVICES PROVIDED**

- a. The CONTRACTOR shall perform economic development programs for the duration of this agreement. Services to be provided are detailed in the attached Work Plan ("Exhibit A") and are made part of this agreement.
- b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.
- c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator – or his designee, a minimum of once per calendar month to discuss matters addressed in this agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

#### **4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Carl Adrian, President  
Tri-City Development Council  
7130 West Grandridge Boulevard – Suite A  
Kennewick, Washington 99336  
509-735-1000
  
- b. For COUNTY: Adam J. Fyall, Community Development Coordinator  
Benton County Commissioners' Office  
7122 West Okanogan Place  
Kennewick, Washington 99336  
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

#### **5. COMPENSATION & INVOICING**

The parties acknowledge that the Work Plan described in "Exhibit A" must be performed under this agreement, and the cost of such work is to be funded only partly by the COUNTY. The CONTRACTOR is obligated to obtain whatever funding is required to complete the Work Plan. In order to partially fund the CONTRACTOR'S cost to perform the Work Plan, the COUNTY agrees to pay the CONTRACTOR the sum of \$21,000.00. Payments shall be made in quarterly installments of \$7,000.00. CONTRACTOR shall submit invoices to the COUNTY on or before the last day of each quarter (June 30, September 30, December 31); and the COUNTY shall make payments within four weeks of receipt of an invoice from CONTRACTOR.

#### **6. AMENDMENT AND CHANGES IN WORK**

No amendment, modification, or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

#### **7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or

arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents, or subcontractors.

## 8. INSURANCE

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars (\$500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars (\$1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.
- c. Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

## 9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this contract and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

## 10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

**11. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**12. DISPUTES**

Differences over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**13. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**14. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

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

**BOARD OF COUNTY COMMISSIONERS**

**TRI-CITY DEVELOPMENT COUNCIL**

\_\_\_\_\_  
Leo Bowman, Chairman

  
\_\_\_\_\_  
Carl Adrian, President

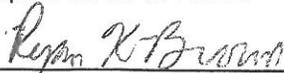
Dated: \_\_\_\_\_

Dated: 3/22/14

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

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

9:05

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	<b>Type of Action</b>		
MEETING DATE: 03/28/11 9:05am	Execute Contract	_____	CONSENT AGENDA _____
SUBJECT: Trial Court Improvement Fund Expenditure Request	Pass Resolution	<u>  X  </u>	PUBLIC HEARING <u>  X  </u>
	Pass Ordinance	_____	1 <sup>ST</sup> DISCUSSION _____
	Pass Motion	_____	2 <sup>ND</sup> DISCUSSION _____
Prepared By: Pat Austin	Other	_____	OTHER _____
Reviewed By: D. Sparks L. Smith-Kelty	Approve for Hearing	_____	

**BACKGROUND INFORMATION**

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

**SUMMARY**

**RECOMMENDATION**

Recommend approval of expenditure and resolution.

**FISCAL IMPACT**

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

**MOTION**

Move to approve the recommended expenditures from the Trial Court Improvement Funds and Resolution No. \_\_\_\_\_ in the matter of authorizing purchases as identified on the letter from the Trial Court Improvement Fund Committee for expenditures totaling \$198,740.00, utilizing funds from the Benton County Trial Court Improvement Fund.

**RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED ON THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR EXPENDITURES FOR 2011 AND 2012 TOTALING \$198,740.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND**

**WHEREAS**, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for expenditures for 2011 and 2012 totaling \$198,740.00; and

**WHEREAS**, Benton County District Court, Superior Court and the County Clerk desire to purchase equipment for their respective offices as identified on the attached letter; and

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

**NOW THEREFORE, BE IT RESOLVED** that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for expenditures totaling \$198,740.00, utilizing funds from the Trial Court Improvement Fund, 0156-101; and,

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

***ATTACHMENT "A"***  
***Benton County Trial Court Improvement  
Committee***

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

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March 22, 2011

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

Re: Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

The Trial Court Improvement Committee has reviewed and approved the following 2011-2012 expenditure requests and agree the expenditures are in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

Docket Call electronic reader boards for Main Hall entrance at Justice Center to be shared by the courts (Display panels may be less expensive through County IT)	\$ 28,000
Monitors for internal electronic postings of schedules	\$ 1,500 +
Monitors for Clerk, District Court & Superior Court Schedule	\$ 1,500
Total (4) = (2) I-Pad computer devices for Jury Check-in and (2) I-Pad computer devices for Superior Court Scheduling	\$ 2,000
Wi-Fi access available in all Superior and District Courtrooms	\$ 0
4 <sup>th</sup> installment of jury program	\$ 35,000
Full version of the IDS upgrade to jury program	\$ 29,000
Upgrade Sound System in Courtrooms Superior Court #E & #F	\$ 26,045+
Upgrade Sound System in Courtrooms Superior Court #B & D	\$ 26,045 +

Final Biennial Budget  
BENTON COUNTY

0156101 TRIAL COURT IMPROVEMENT

000 No Department

Account Number	2007 - 2008 Actuals	2009 - 2010 Budget & Supp	2009 Actuals	2011 - 2012 Requested	2011 - 2012 Approved
512 JUDICIAL					
512.800 *** Title Not Found ***					
512.815 Court Improvement					
512.815.1000 SALARIES & WAGES					
00000.512.815.1905 Temporary Help	26,739	0	0	0	0
<b>Total SALARIES &amp; WAGES</b>	26,739	0	0	0	0
512.815.2000 BENEFITS					
00000.512.815.2102 Social Security (FICA)	2,046	0	0	0	0
<b>Total BENEFITS</b>	2,046	0	0	0	0
512.815.3000 SUPPLIES					
00000.512.815.3101 Office Supplies	1,095	17,890	15,668	10,000	10,000
00000.512.815.3301 Computer Software(CE)	8,166	0	0	10,000	10,000
00000.512.815.3501 Small Item-Equipment	0	57,937	378	7,780	7,780
<b>Total SUPPLIES</b>	9,261	75,827	16,046	27,780	27,780
512.815.4000 OTHER SERVICES AND CHARGES					
00000.512.815.4103 Professional Services	0	92,867	19,533	180,000	180,000
00000.512.815.4301 Travel	0	875	0	0	0
00000.512.815.4905 Training	0	1,725	0	0	0
<b>Total OTHER SERVICES AND CHARGES</b>	0	95,467	19,533	180,000	180,000
512.815.9000 INTERFUND PAYMENTS					
00000.512.815.9305 Computer Hardware & Software	0	8,755	3,454	2,000	2,000
00000.512.815.9401 Computer Purchases	29,662	11,156	2,110	13,450	13,450

Final Biennial Budget  
BENTON COUNTY

0156101 TRIAL COURT IMPROVEMENT

000 No Department

Account Number	2007 - 2008 Actuals	2009 - 2010 Budget & Supp	2009 Actuals	2011 - 2012 Requested	2011 - 2012 Approved
00000.512.815.9402 Computer Purchases-Software	32,368	35,000	17,214	16,770	16,770
00000.512.815.9501 Insurance Management	0	354	157	0	0
00000.512.815.9502 Workers' Compensation	0	331	146	0	0
<b>Total INTERFUND PAYMENTS</b>	62,030	55,596	23,081	32,220	32,220
<b>Total Court Improvement</b>	100,076	226,890	58,660	240,000	240,000
<b>Total *** Title Not Found ***</b>	100,076	226,890	58,660	240,000	240,000
<b>Total JUDICIAL</b>	100,076	226,890	58,660	240,000	240,000
594 CAPITALIZED EXPENDITURES					
594.100 Legislative					
594.120 Courts					
594.120.6000 CAPITAL OUTLAY					
00000.594.120.6401 Capital Outlay	0	23,110	23,109	0	0
<b>Total CAPITAL OUTLAY</b>	0	23,110	23,109	0	0
<b>Total Courts</b>	0	23,110	23,109	0	0
<b>Total Legislative</b>	0	23,110	23,109	0	0
<b>Total CAPITALIZED EXPENDITURES</b>	0	23,110	23,109	0	0
<b>Total No Department</b>	100,076	250,000	81,769	240,000	240,000

**9:15 AM**

**EXECUTIVE SESSION  
CURRENT LITIGATION**

**J Young & Sheriff Keane**