

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



To view items in detail, please  
click on highlighted area

## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, November 22, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

### Call to Order

### Approval of Minutes

❖ November 15, 2011

### Review Agenda

### Consent Agenda

#### Animal Control

a. Agreement w/Petsmart Charities

#### Board of Equalization

b. Line Item Transfer, Fund No. 0000-101, Dept. 103

#### Commissioners

c. Letter to BF Human Services re Lease Payment

d. Contract w/MRSC for Small Works Roster Membership

#### Facilities

e. Authorization to Prepare Contract w/DNR Systems for Upgrade of OPT022 System

#### Fairgrounds

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

g. Line Item Transfer, Fund No. 0124-101, Dept. No. 000

#### Human Services

h. Substance Abuse Services Agreement, #11/13-SA-ESD-00, w/Educational Service District 123

i. Developmental Disabilities Services Agreement, #11/12-DD-AWI-00, w/Ambitions Community Support Services, Inc.

j. Agreement, #11/13-PREV-BFSAC-00, w/Benton Franklin Substance Abuse Coalition for Project Alert Program

k. Agreement, #11/12-DD-ARC-00, w/The Arc of Tri-Cities, for Developmental Disability Services

l. Appointment of M Green as County Designated Mental Health Professional

m. Agreement, #11/12-DD-GW-00, w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services

#### Juvenile

n. Interagency Agreement w/Administrative Office of the Courts for Interpreter Funding

**Personnel**

**o.** December Employee of the Month Award

**Prosecuting Attorney**

**p.** Settlement Agreement w/Emmons

**Public Works**

**q.** Contract w/Allstar Construction Group, Inc. for Piert Road, CID Canal Realignment

**r.** Authorization to Proceed w/Construction of Piert Road – CID Realignment

**s.** Approval of Recommendation County Engineer Regarding of Red Mountain Interchange Project

**t.** Approval of 2012 Benton County Road Program

**Sheriff**

**u.** Purchase Authorization of Vehicle Firearm Racks from Blac-Rac Manufacturing, Inc.

**v.** Agreement Extension w/Keefe Commissary Network, LLC

**w.** Agreement Extension w/Consolidated Food Management Inc.

**9:05 AM**

**Public Hearing**

**(continued)** Kennewick Irrigation District Vacation – S Schuetze

**Re-Adoption** of the County Road Budget & Certifying Taxes – K Mercer

**Scheduled Business:**

**Comprehensive** Gang Initiative – Jacqueline van Wormer

**Adult** and Juvenile Drug Court – P Austin

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, November 15, 2011, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Central Services Manager Randy Reid; Rosie Sparks, Auditor's Office; Jackie Hill, Clerk's Office; Jacki Lahtinen, District Court; DPA Ryan Brown; DPA Steve Hallstrom; Erhiza Rivera, Treasurer's Office; Nick Kooiker, Treasurer's Office; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Auditor Brenda Chilton.

**Approval of Minutes**

The Minutes of November 8, 2011 were approved.

**Consent Agenda**

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

**Central Services**

- a. Amending Resolution 11-339 re Purchase From Cross Match Technologies
- b. Authorization for Request for Proposal for Expanding Storage Area Network
- c. Line Item Transfer, Fund No. 0502-101, Dept. 000

**Commissioners**

- d. Letter to BF Health District
- e. Amended and Restated Interlocal Agreement for Benton County Emergency Services

**District Court**

- f. Interagency Agreement, #IAA12159, w/St of WA Administrative Office of the Courts

**Facilities**

- g. Contract w/System Solutions for Superior Court Sound Systems Upgrade

### **Human Services**

- h. Reappointment of T Atwood to the Substance Abuse Administrative Board
- i. Agreement, #PSA-2011/12-Shelter Plus Care, w/Lady of Lourdes Hospital
- j. Agreement, #11/12-DD-SA-00, w/Service Alternatives, Inc
- k. Agreement, #11/12-DD-CDC-00, w/Children's Developmental Center

### **Public Works**

- l. Contract w/Riggle Plumbing, Inc. to Re-Route Air Lines @ Maintenance Shop
- m. Line Item Transfer, Fund No. 0501-101, Dept. 650
- n. Contract w/HDR Engineering for Feasibility Study

### **Sheriff**

- o. Rescinding Resolution 11-568 & Amending Resolution 11-126 Re Dynamic Laundry Contract
- p. Notice of Completion for Installation of Jail Dishwasher
- q. Contract w/Rell's Fire Protection, Inc. for Dishwasher Hood System Cleaning

### **Workforce Development**

- r. Youth Service Provider Contract w/Career Path Services Employment & Training
- s. Adult Service Provider Contract w/Career Path Services Employment & Training
- t. Dislocated Worker Provider Contract w/Career Path Services Employment & Training

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

### **Lourdes Health Network**

John Serle, Barbara Mead, and Frank Beckem, Lourdes Health Network, discussed the proposed cuts to cost based reimbursement from Medicaid. They said it would affect their ability to provide services to the most vulnerable client and if the network became unstable, it would affect behavioral services and ultimately jails would be inundated with mental health patients. The Board agreed to send a letter in support of the Lourdes Health Network to make sure the State understood the impacts of the cuts.

### **Gang Task**

Sheriff Steve Keane, Sgt. Jon Law, and Sgt. Carlos Travino updated the Board on the Benton County Gang Task Force. Sheriff Keane said that significant arrests had been made; additionally, that Sgt. Law would be appointed to Jail Captain and so Sgt. Travino would be appointed to supervise the gang team.

Sgt. Jon Law updated the Board as follows:

- Operational – all staff now assigned to team; significant activity
- Goals/objectives
  - Intelligence - working close w/Metro and Criminal Apprehension Team on training;
  - Public education – working on flyer to hand out to parents; five presentations to community and educators;

- Suppression – working on most criminally active gang members; 7 search warrants and 7 felony charges during last month (seized 11 lbs marijuana; 4 grams of meth; took a vehicle); end of this week issued 8 additional search warrants; Prosser graffiti arrests (Grandview residents tagging on county line); sent a message they were not welcome here; currently working a criminal conspiracy and profiteering case with stolen property.
- Trends – increased gang activity in East Kennewick and Finley; working on strategic planning in that area; receiving very positive feedback from community

Sgt Travino said he would take over where Sgt. Law left off and the gang unit would continue to work with the community, Prosecuting Attorney’s office, and community resources and would relentlessly investigate these crimes and continue to educate the public.

### **Mosquito District**

Steve Becken said they were contacted by Benton County Mosquito District about constructing a storage building for their vehicles at the Prosser maintenance shop site. He said it appeared the building could be accommodated and if the Board concurred, they would prepare an interlocal agreement, etc. and bring back to the Board for approval.

Angela Beeler, Mosquito District Manager, said the main office was in W. Richland but 8 employees lived in the Prosser area and did most of their work there. She said they currently rented space and were proposing a 4,000 sq. foot indoor storage facility with electricity and would use the main building for restroom and break area facilities.

The Board agreed to move forward with the proposal.

### **Executive Session – Union Negotiations**

The Board went into executive session at 9:42 a.m. with DPA Steve Hallstrom and David Sparks to discuss union negotiations for approximately 15 minutes. Also present were Ryan Brown, Keith Mercer, Loretta Smith Kelty, Melina Wenner, and Cami McKenzie. The Board came out at 9:57 a.m. Mr. Hallstrom said the Board discussed union negotiations and took no action in executive session.

### **Commissioner Assignment Update**

Commissioner Beaver reported on his attendance at the Council of Government executive board meeting and his visit at CBC with college students.

Commissioner Small reported on the following: BCES - Richland and Kennewick would be signing the interlocal agreement that was approved by the Board this date; the State had tentatively said it would fund \$100,000 for the merging of Benton & Franklin County emergency services feasibility study; BCES budget – the Sheriff and Chiefs had met and were looking at ways to cut costs; Planning Commission public hearing was scheduled on the HB 1886 Critical Areas issue; Noxious Weed department was still reviewing options (including furloughs) to deal

with its budget issue. Mr. Sparks said the Board would need to adopt a furlough policy so the employees wouldn't lose their benefits, if that option were pursued.

Chairman Bowman talked about his tour of the shooting range at Rattlesnake Mountain and said it was an amazing facility and reported on his attendance at the Transportation Management meeting. Additionally, he said the Board needed to notify the Elections Department about the canvassing board appointment. Commissioner Small said he would do it.

### **Vouchers**

Check Date: 11/10/2011  
Warrant #: 45025-45334  
Warrant #: 45543-45738  
Total all funds: \$606,538.86

Check Date: 11/15/2011  
Warrant #: 233264-233288  
Direct Deposit #: 69146-69347  
Total all funds: \$115,907.00

Check Date: 11/15/2011  
Taxes #: 10111114  
Total all funds: \$32,075.69

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

### **Resolutions**

- 11-714 Amending Resolution 11-339 re Purchase From Cross Match Technologies
- 11-715 Authorization for Request for Proposal for Expanding Storage Area Network
- 11-716 Line Item Transfer, Fund No. 0502-101, Dept. 000
- 11-717 Amended and Restated Interlocal Agreement for Benton County Emergency Services
- 11-718 Interagency Agreement, #IAA12159, w/St of WA Administrative Office of the Courts
- 11-719 Contract w/System Solutions for Superior Court Sound Systems Upgrade
- 11-720 Reappointment of T Atwood to the Substance Abuse Administrative Board
- 11-721 Agreement, #PSA-2011/12-Shelter Plus Care, w/Lady of Lourdes Hospital
- 11-722 Agreement, #11/12-DD-SA-00, w/Service Alternatives, Inc
- 11-723 Agreement, #11/12-DD-CDC-00, w/Children's Developmental Center
- 11-724 Contract w/Riggle Plumbing, Inc. to Re-Route Air Lines @ Maintenance Shop
- 11-725 Line Item Transfer, Fund No. 0501-101, Dept. 650
- 11-726 Contract w/HDR Engineering for Feasibility Study
- 11-727 Rescinding Resolution 11-568 & Amending Resolution 11-126 Re Dynamic Laundry Contract
- 11-728 Notice of Completion for Installation of Jail Dishwasher

- 11-729 Contract w/Rell's Fire Protection, Inc. for Dishwasher Hood System Cleaning
- 11-730 Youth Service Provider Contract w/Career Path Services Employment & Training
- 11-731 Adult Service Provider Contract w/Career Path Services Employment & Training
- 11-732 Dislocated Worker Provider Contract w/Career Path Services Employment & Training

There being no further business before the Board, the meeting adjourned at approximately 10:15 a.m.

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Clerk of the Board

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Chairman

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE PETSMArt CHARITIES AGREEMENT TO PARTICIPATE IN THE PETSMArt/PETSMArt CHARITIES ADOPTION PROGRAM**

**WHEREAS**, Benton County Animal Control wishes to hold adoption events at PetSmart in order to provide additional opportunities for abandoned or stray dogs to be adopted and find new homes; and

**WHEREAS**, PetSmart requires any organizations that want to hold adoption events in their facility to sign the PetSmart Charities Agreement to Participate in the PetSmart/Petsmart Charities Adoption Program; and

**WHEREAS**, the Prosecuting Attorney’s Office has reviewed and approved the agreement;  
**NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the Chairman of the Board to sign the attached PetSmart Charities Agreement to Participate in the PetSmart/Petsmart Charities Adoption Program.

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



398

Organization Name

PetSmart Store

## Agreement to Participate in the PetSmart/PetSmart Charities Adoption Program

The purpose of PetSmart Charities Adoption Program is to assist local animal welfare organizations to find homes for homeless pets and to help end euthanasia as a means of pet population control. Through our working together, we can achieve these goals by educating the public about responsible pet ownership, providing a superior adoption experience, and matching the right pet with the right family.

PetSmart Charities has permission to use certain space within PetSmart stores and place certain animal organizations, we call Agency Partners, in that space. Being located in a PetSmart store increases the Agency Partner's visibility providing a great advantage for the Agency Partners. Along with the benefits come certain responsibilities. Having a presence in a PetSmart store also means that you, your employees and volunteers as well as the adoptable pets you display may be viewed by the public as representatives of PetSmart even though you are not. In addition, the safety of your organization's employees and volunteers, PetSmart associates and customers and the pets are of the utmost importance. Therefore, the Agency Partner agrees to adhere to the following:

### Pets

- Agency Partner shall be fully responsible for all its animals and for properly caring for them at all times.
- Agency must maintain control of its animals in the Adoption Center at all times. Pets that are displayed outside the Adoption Center must be confined either in a crate or an exercise pen, or on a lead with one handler to every dog.
- Agency Partner will offer only healthy animals for adoption in the PetSmart Charities Adoption Center or designated adoption areas.
- Agency Partner will isolate an animal at the first sign of illness or aggression and remove it from the PetSmart store immediately. Pets showing signs of aggression may not be brought back to the store for future placement.
- All animals must be vaccinated in accordance with PetSmart protocol and applicable state and local laws prior to being transported to PetSmart and placed in the Adoption Center. **Vaccination of any animals in or on PetSmart premises is strictly prohibited. Dispensing medications or veterinary advice to PetSmart customers and/or adopters while on PetSmart premises is prohibited.**
- Agency Partner must require that all animals be spayed or neutered. If the animal is not spayed or neutered prior to adoption, the Agency Partner must have a program in place to ensure adopter compliance.
- Agency Partners may not accept surrendered pets from the public or abandoned pets while on PetSmart premises.

### The Adoption Process

- Subject to this Agreement, the Agency Partner will use its own shelter adoption policies and procedures when offering animals for adoption at the PetSmart Charities Adoption Center. The Agency Partner will explain the process that an adopter must follow to finalize an adoption.

- Agency Partner will make the final decision in the placement of a pet. If an adoption is denied, the Agency Partner will explain why it was denied and offer alternatives. Professional handling of non-match or denied adoptions is expected at all times.
- Agency Partner will require a signed PetSmart Adoption Release form with every adoption.
- Adoption results will be communicated to the PetSmart store director.
- Agency Partner will adhere to the Adoption Center schedule as agreed upon by the Agency Partner and PetSmart and will promptly notify PetSmart management at least 24 hours in advance of any changes.

#### **Customer Service**

- Agency Partner will avoid discriminatory practices, or the perception of discrimination, by utilizing standardized fees for adoption, ensuring equal opportunity and fair treatment to all potential adopters and by not discriminating based on the basis of age, gender, race, ethnicity, national origin, religion, disability or sexual orientation.
- Agency Partner will disclose all known issues about an animal to an adopter.
- Agency Partner will communicate to potential adopters any of its requirements that may be conditional to an adoption.
- Subject to this agreement, the Agency Partner will use its own shelter adoption policies and procedures when offering animals for adoption. Agency Partner will explain the process that an adopter must follow to finalize an adoption.
- Agency Partner will make the final decision in the placement of a pet. If an adoption is denied, the Agency Partner will explain why it was denied and offer alternatives. Professional handling of non-match or denied adoptions is expected at all times.
- Agency Partners will work to resolve any adoption-related issues that may arise with PetSmart customers, including working with the Store Manager.
- Agency Partners will keep all information provided on an adoption application as private and confidential. PetSmart may require access in the event of a customer issue concerning the pet.

#### **Agency Partner volunteers and/or employees**

- Agency Partners are fully responsible for all actions and omissions of their employees and/or volunteers at all times.
- Agency partner volunteers must be at least 14 years old; volunteers under the age of 18 must be accompanied by and supervised by an adult at all times. All representatives must maintain a clean, neat and professional appearance at all times, and conduct themselves in a professional and courteous manner.
- Agency partner representatives' family members and/or personal pets may not be present at the Adoption Center during an Agency Partner representative's shift.
- All questions, comments and concerns shall first be directed to the PetSmart Store Manager.

#### **Agency Partner activities while in the PetSmart store**

- Agency Partners may not sell products, competitive services (for example, grooming, pet training and veterinary services) or conduct fundraising activities while in a PetSmart store. Agency Partners shall not unnecessarily interfere with or impede the conduct of business of PetSmart Charities or any tenant or occupant of the location at any time. Agency Partner may not **directly** solicit donations from PetSmart customers while they are present at the Adoption Center. Agency Partner is welcome to collect donations from the public while the Agency Partner is

performing adoptions at the Adoption Center if they provide their own collection canister that is located where adoptions are being performed.

- Agency Partner representatives shall not disparage PetSmart, PetSmart Charities or any PetSmart products, services, Banfield the Pet Hospital, associates or the activities or reputations of any other organizations participating in the Adoptions Program.
- PetSmart provides supplies for the Adoption Center (dog food, cat food, litter, etc). However, **no** Agency Partner employee or volunteer is permitted to remove any product, supplies, or equipment from the sales floor for use in the Center or any other reason. The Agency Partner, their employees or volunteers, must contact a PetSmart manager for replenishment of supplies or equipment.
- The Adoption Center must be maintained in a clean and orderly fashion and precautions taken to discourage the spread of communicable diseases. The Agency Partner is responsible for ensuring that the Adoption Center is clean prior to departure.

### **Other Agreements and Understandings**

Nothing within this Agreement shall be construed to create a legal partnership, joint venture, landlord-tenant or employee-employer relationship between PetSmart or an adoption agency or volunteers. The Agency Partner is an independent entity responsible for itself, its employees, volunteers, subcontractors, representative, agents and animals at all times.

Agency Partner will secure and maintain all permits, certifications and/or licenses required by law to conduct its activities under this Agreement.

Agency Partner including its employees, agents, representatives, assigns, successors and subcontractors shall defend, indemnify and hold harmless for, from and against the PetSmart and PetSmart Charities, including their respective employees, agents, representatives, assigns, successors and subcontractors for, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, intellectual property infringement (including reasonable fees of attorneys) ("Claim"), incident to or arising out of the Agency Partner's: (i) breach of this Agreement; (ii) negligent act(s) or omission(s); (iii) violation of Applicable Law; and/or (iv) employees, subcontractors or agents filing of an employment and/or worker compensation claim.

Agency Partner will not use any trademarks or names, service marks, logos or other commercial or product designations of PetSmart or PetSmart Charities without PetSmart's express prior written consent. In particular, Agency Partner shall not identify or make reference to PetSmart in any advertising or other promotional modality regardless of its form without explicit prior written consent from PetSmart.

Agency Partner understands that attaining our mutual goal of finding homes for homeless pets may mean that there might be more than one Agency Partner operating in the same PetSmart store.

Agency Partner understands that an Agency Partner may terminate its participation in the PetSmart Charities Adoption Program for any reason at any time. PetSmart also reserves the right to terminate the Agency Partner from the Adoption Program for any reason at any time.

Agency understands that the final step in the Adoption program approval process is a satisfactory shelter or foster home visit, conducted by a member of PetSmart store management.

**The Agency Partner's signature below indicates that the Agency Partner has read, understands, agrees to and will abide by the above terms and that the person signing on behalf of the Agency Partner is authorized to bind and sign for the Agency Partner and agree to this Agreement on its behalf.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

# RESOLUTION

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

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT  
EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 103**

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

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

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

\_\_\_\_\_  
**Member**

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

**Attest: .....**  
**Clerk of the Board**

**EXHIBIT A**

**BENTON COUNTY  
LINE ITEM TRANSFERS**

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

**DEPARTMENT:** Board of Equalization

**DEPARTMENT NO.** 103

**FUND NAME:** Current Expense

**FUND NO.** 0000-101

**TRANSFER FROM:**

**TRANSFER TO:**

<b>BASE SUB (6 digit)</b>	<b>LINE ITEM (4 digit)</b>	<b>LINE ITEM NAME</b>	<b>AMOUNT</b>	<b>BASE SUB (6 digit)</b>	<b>LINE ITEM (4 digit)</b>	<b>LINE ITEM NAME</b>	<b>AMOUNT</b>
514.240	1190	Secretary	\$1,075.00	514.240	1188	Director	\$1,075.00
514.240	1190	Secretary	\$825.00	514.240	4301	Travel	\$825.00

**EXPLANATION:** Funds need to be transferred due to a high volume of appeals.

**Prepared by:** Peggy Brown

**Date:** 11/9/11

**Approved** ( )

**Denied** ( )

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 11/22/2011	Execute Contract _____	Consent Agenda _____
Subject: Ltr to BFHS	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**

Benton County Commissioners entered into a Lease Agreement between Benton County and Benton Franklin Human Services for the lease of the Benton County Health District Bldg. per Resolution 10-667.

Though Human Services has been making their lease payments on or before the due date, records show that their payment for operational expense has come in past the due date numerous times.

Attached is a letter addressed to Ed Thornbrugh, Human Services Administrator encouraging them to make the operational expense payment on or before the first day of the month as outline in the lease agreement or Benton County will start charging the late fees as outlined in Section 8 of the lease agreement starting December 1, 2011.

**RECOMMENDATION**

**FISCAL IMPACT**

**MOTION**

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

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



November 22, 2011

Mr. Ed Thornbrugh, Administrator  
Benton Franklin Human Services  
7102 W Okanogan Pl  
Kennewick, WA 99336

Re: Benton-Franklin Human Services Operation Payment

Dear Ed Thornbrugh,

The Benton County Commissioners office is in receipt of the operation payment for the month of November, which was received in our office on November 4, 2011. Though this last payment was received within the allotted five (5) days after the due date, records show past operating expense payments have not been received by the due date outlined in the lease agreement under Section 7.a.iv.

We would like to take this opportunity to encourage you to make the lease payments in advance on or before the first day of each month in accordance with the provisions of Section 7.a. "Operating Expenses" of the lease agreement.

Regretfully, if the operating expense payments continue to be delinquent, the County will start charging late fees as outline in Section 8 "Late Charges" of the lease agreement starting December 1, 2011.

We appreciate your immediate attention to this matter.

Sincerely,

**BENTON COUNTY COMMISSIONERS**

Leo M. Bowman, Chairman  
Benton County Commissioner

cc: Chairman Robert Koch, Franklin County Commissioner  
Benton County Commissioners  
David Sparks, Benton County Administrator  
Loretta Smith Kelty, Deputy County Administrator

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>		
Meeting Date:	11/15/2011	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	MRSC Contract	Pass Resolution	_____	Public Hearing	_____
Prepared by:	L. Small	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	K. Mercer	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Municipal Research and Services Center (MRSC) provides an online system used by multiple Washington State counties, cities and special districts to connect with businesses that would like to provide construction, repair, or maintenance services for small public works projects less than \$300,000.

MRSC will create and maintain the Rosters to include all advertisement at least biannually in accordance with statutory requirements, receive and review business applications for compliance and basic statutory eligibility requirements, and maintain lists of small works businesses for an annual amount of \$100.00

**RECOMMENDATION**

Approve the attached membership contract between Benton County and MRSC.

**FISCAL IMPACT**

\$100.00 / Annually

**MOTION**

Move to approve the attached contract between Benton County and Municipal Research and Services Center of Washington (MRSC) for an annual amount of \$100.00.

# RESOLUTION

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

**IN THE MATTER OF A MEMBERSHIP CONTRACT BETWEEN BENTON COUNTY AND MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC) FOR A SMALL WORKS ROSTER AND CONSULTANT ROSTER SERVICES**

**WHEREAS**, per Resolution 11-404 dated June 27, 2011 the Board of Benton County Commissioners established a Small Works Roster Process to award public works contracts in amounts less than \$300,000; Rescinding Resolution 09-813; and

**WHEREAS**, Municipal Research and Services Center (MRSC) provides an online system used by multiple Washington State counties, cities and special districts to connect with businesses who would like to provide construction, repair, or maintenance services for small public works projects less than \$300,000; and

**WHEREAS**, MRSC will create and maintain the Rosters to include all advertisement at least biannually in accordance with statutory requirements, receive and review business applications for compliance and basic statutory eligibility requirements, and maintain lists of small works businesses for an annual amount of \$100.00; and

**WHEREAS**, the Board of Benton County Commissioners believe it is in the best interest of the County to take advantage of this service; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the agreement attached hereto between Benton County and Municipal Research and Services Center of Washington (MRSC) for an annual amount of \$100.00.

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



# Washington Public Agency Membership Contract

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a Washington not-for-profit corporation, and Benton County (the "Public Agency").

### Public Agency Information

Name of Public Agency Benton County

County Benton

Mailing Address PO Box 190

Prosser, WA 99350

Public Agency Website www.co.benton.wa.us

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in a Small Public Works Roster ("Small Works Roster") and a Consultant Roster - Consulting Services ("Consultant Roster" and, collectively, "MRSC Rosters"). MRSC is making membership in the MRSC Rosters available to a number of local government agencies in Washington State to provide them with more efficient and cost effective services.

2. Scope of Services. MRSC shall create and maintain the MRSC Rosters as allowed to the Public Agency and other Public Agency members by RCW 39.04.155 and Chapter 39.80 RCW, respectively. MRSC shall advertise at least biannually for the Small Works Roster in accordance with statutory requirements on behalf of all Public Agencies with which MRSC has similarly contracted ("Roster Members"), receive and review small works business applications for compliance with basic statutory eligibility requirements, and maintain lists of small works businesses. MRSC shall advertise at least biannually the Consultant Roster in accordance with statutory requirements on behalf of all Roster Members, receive and review firms' applications for completeness, and maintain lists of architects, engineers, and other consultants on the Consultant Roster.

3. Use of MRSC Rosters by Public Agency. As of the date of the first biannual legal notice in January or June by MRSC occurring after the signing of the membership contract by both parties, the Public Agency will use both the MRSC Rosters' Small Works and Consultant Rosters as its official roster system. If the Public Agency decides to continue use of another roster system in addition to MRSC Rosters, then the Public Agency is responsible to utilize both MRSC Rosters and that other system in their selection process either by contacting small works businesses/consultants from both systems on every project or through a rotation procedure using both systems.

(a) Small Works Roster. The Public Agency will use the Small Works Roster to select small works businesses for public work projects up to \$300,000 in value or as otherwise limited by statutes, ordinances, and laws applicable to the Public Agency. The Public Agency shall be independently responsible for its own and the selected small works businesses compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected small works businesses are responsible bidders. The Public Agency also shall be independently responsible to conduct a quotation or bid process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the small works business thus selected.

(b) Consultant Roster - Consulting Services. The Public Agency will use the Consultant Roster to select engineering, architectural, or other consultants for negotiations and contracts, and will do so in accord with all applicable laws and regulations. The Public Agency shall be independently responsible for its own and the selected consultants' compliance with all additional or varying laws and regulations governing services, including all selection laws, and any other requirements as appropriate.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected consultants or firms are responsible. The Public Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the consultant thus selected.

(c) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Public Agency by providing it with a user name and password for access to MRSC's electronic MRSC Rosters.

4. Compensation of Small Works Businesses and Consultants. The Public Agency shall be independently responsible for payments to any business that is selected as a result of its use of the Small Works Roster and to any consultant that is selected as a result of its use of the Consultant Roster. The Public Agency shall make all such payments directly to the small works business or consultant selected by the Public Agency.

5. Effective Date and Term. This Contract shall be effective as of the publication date for the first biannual advertisement in January or June by MRSC after the signing of the membership contract by both parties. MRSC will notify the Public Agency of the publication dates of each biannual legal notice the week prior to the publication dates. This Contract shall be in force until cancelled by either party as provided in Section 10.

6. Compensation of MRSC. The Public Agency will pay MRSC an annual membership fee in the amount of \$ 100.00 based on the Public Agency's total capital expenditures for the most recent complete fiscal year for the services under this Contract. Total capital expenditures for cities are the total of BARS code lines 594 and 595 and similar BARS codes for other public agencies. The amount will be paid in full prior to the publication by MRSC of the first biannual legal notice after the signing of the Contract, which will be either in January or June for the MRSC Rosters, and on the subsequent anniversary dates of the publication date.

Total Capital Expenditures*	Annual Membership Fee
Less than 5	\$100
5 to 10	\$200
10 to 15	\$300
15 to 25	\$400
25 to 50	\$500
More than 50	\$750

*\*Total capital expenditures in millions*

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to (i) any contract for public works construction into which the Public Agency may enter as a result of the Public Agency's use of the Small Works Roster; or (ii) any contract for engineering, architectural, or other services into which the Public Agency may enter as a result of the Public Agency's use of the Consultant Roster. MRSC does not accept responsibility or liability for the performance of any small works business or consultant used by the Public Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice.

11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Public Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Public Agency, as the case may be.

14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. Contacts. For purposes of Contract administration, the Public Agency designates the following contacts:

Primary Contact:

Name: Lisa Small

Title: Executive Secretary

Email: lisa.small@co.benton.wa.us

Telephone: (509) 786-5600

Facsimile: (509) 786-5625

Alternative Contact:

Name: Loretta Smith Kelty

Title: Deputy County Administrator

Email: loretta.smithkelty@co.benton.wa.us

Telephone: (509) 786-5600

Facsimile: (509) 786-5625

17. Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Public Agency Fee Structure and that they agree that the Public Agency shall be bound by and adhere to the Terms and Conditions stated.

MRSC

PUBLIC AGENCY

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name] Leo M. Bowman, Chairman

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title] Benton County Commissioner

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Date]

Submit signed contract with annual membership fee to:

MRSC Rosters  
Municipal Research and Services Center  
2601 Fourth Avenue  
Suite 800  
Seattle, WA 98121-1280

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/22/11	Execute Contract	_____	Consent Agenda	__X__
Subject:	OPTO22 RFP	Pass Resolution	X__	Public Hearing	_____
Prepared by:	<u>D. Pettey / Dan Waggoner</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>K. Mercer</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Per Resolution 11-522, dated August 16, 2011, the Board of Benton County Commissioners approved the solicitation of proposals for the upgrading of the OPTO22 Control System for the Benton County Justice Center and Corrections Facility pursuant to the provisions of RCW 39.04.270.

**SUMMARY**

The Benton County Facilities Department advertised the Request for Proposal (RFP) on 8/22/11 and also sent a revised RFP dated 9/29/11 to the following organizations:

- IdacWest, Colfax, CA (\$269,120.00 not including WSST)
- Columbia Energy, Richland, WA (\$234,502.00 not including WSST)
- DNR Systems, San Ramon, CA (\$111,000.00 not including WSST)
- Industrial Control, Portland, OR (Incomplete Proposal)

**RECOMMENDATION**

The Building Maintenance Supervisor reviewed the proposals and recommends entering into a contract with DNR Systems for the purpose of upgrading the OPTO22 control system.

**FISCAL IMPACT**

None at this time. However, the proposal by DNR for the upgrade was \$111,000.00 not including WSST. Project funding will come from Jail Depreciation (local agencies have been notified).

**MOTION**



# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF DIRECTING STAFF TO PREPARE A PUBLIC WORKS CONTRACT WITH DNR SYSTEMS TO UPGRADE THE OPTO22 SNAP ETHERNET FACTORY FLOOR SYSYTEM TO A SNAP PAC SYSTEM AT THE BENTON COUNTY JUSTICE CENTER AND CORRECTIONS FACILITY.

WHEREAS, per Resolution 11-522, dated August 16, 2011, the Board of Benton County Commissioners approved the solicitation of proposals for the upgrading of the OPTO22 Control System for the Benton County Justice Center and Corrections Facility pursuant to the provisions of RCW 39.04.270 for competitive negotiations; and

WHEREAS, the Benton County Facilities Department advertised the Request for Proposal (RFP) on Monday, August 22, 2011; and

WHEREAS, a revised RFP dated September 29, 2011, was sent to the following responding organizations to correct technical details that were left out of the original RFP; and

IdacWest, Colfax, CA (\$269,120.00 not including WSST)  
Columbia Energy, Richland, WA (\$234,502.00 not including WSST)  
DNR Systems, San Ramon, CA (\$111,000.00 not including WSST)  
Industrial Control, Portland, OR (Incomplete Proposal)

WHEREAS, the Building Maintenance Supervisor reviewed the proposals for completeness and to determine which company provided the services and solutions that best fit the needs of the project in question; and

WHEREAS, the Building Maintenance Supervisor recommends entering into a contract with DNR Systems for the purpose of upgrading the OPTO22 control system; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Building Maintenance Supervisor and directs staff to prepare a Public Works contract with DNR Systems, San Ramon, CA for the upgrading of the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice center and Corrections Facility to be brought back to the Board at a later date.

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

Orig: Facilities  
cc: Auditor,

Prepared by: D. Pettley

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>11-22-11</u>	Execute Contract _____	Consent Agenda	<u>  X  </u>
Subject: Mity-Lite, Inc	Pass Resolution <u>  X  </u>	Public Hearing	_____
Prepared by: cmb _____	Pass Ordinance _____	1st Discussion	_____
Reviewed by: _____ km _____	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

**BACKGROUND INFORMATION**

Annually as part of maintaining marketable equipment for client use, the Fairgrounds evaluate its current table inventory for safety and supply. It was determined to meet the need for 2012 clients; additional and replacement tables will be needed.

**SUMMARY**

Fairgrounds Office Manager solicited 3 quotes for the purchase of (25) new 8 ft banquet table and (2) table carts from the Benton County Vendors list.

- Mity-Lite, Inc., 1301 West 400 North, Orem, UT 84057 - \$6,146.29 (including WSST)
- Prairie Event Supply, 8747 N. 59<sup>th</sup> Ave W, Mingo, IA 50168 - \$6,461.37 (including WSST)
- Global Industrial, 2505 Mill Center Parkway Suite 100, Buford, GA 30518, \$7,943.96 (including WSST)

**RECOMMENDATION**

The Board of Benton County Commissioners authorizes the purchase of tables and table carts from Mity-Lite, Inc., 1301 West 400 North, Orem, UT 84057, in the amount of \$6,146.29 including WSST.

**FISCAL IMPACT**

\$6,146.29 including WSST

**MOTION**

Move the Resolution for purchase of (25) tables and (2) table carts be approved.

**RESOLUTION**

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

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF TABLES FROM MITY-LITE, INC., FOR THE BENTON COUNTY FAIRGROUNDS FACILITY**

**WHEREAS**, per resolution 11-403, "authorizes contracts for the purchase of materials, equipment and supplies valued between five thousand (\$5,000) and twenty-five (\$25,000) without advertisement and formal sealed bidding if the county follows the uniform process for contract awards described in RCW 39.04.190"; and

**WHEREAS**, recently Fairgrounds evaluated its current table inventory for safety conditions used for Fairgrounds rentals; and

**WHEREAS**, the inventory indicated a need to purchase (25) new tables and (2) table carts; and

**WHEREAS**, the Benton County Fairgrounds has purchased replacement tables in the past as standard practice to maintain marketable inventory; and

**WHEREAS**, the Benton County Fairgrounds solicited the following companies from the Benton County Vendors list to provide a quote for (25) 8 foot banquet tables and (2) table carts; and

- Mity-Lite, Inc., 1301 West 400 North, Orem, UT 84057 - \$6,146.29 (including WSST)**
- Prairie Event Supply, 8747 N. 59<sup>th</sup> Ave W, Mingo, IA 50168 - \$6,461.37 (including WSST)**
- Global Industrial, 2505 Mill Center Parkway Suite 100, Buford, GA 30518, \$7,943.96 (including WSST)**

**WHEREAS**, Mity-Lite, Inc., has the lowest price for tables and table carts; and

**WHEREAS**, the Fairgrounds Office Manager has reviewed the quotes for completeness and recommends purchasing tables and table carts from Mity-Lite, Inc., 1301 West 400 North, Orem, UT 84057; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Fairgrounds Office Manager's recommendation and hereby authorizes the purchase of tables and table carts from Mity-Lite, Inc., 1301 West 400 North, Orem, UT 84057, in the amount of \$6,146.29 including WSST with the total amount payable not to exceed \$6,462.00 including WSST.

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**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
OPERATING BUDGET FUND NUMBER 0124-101, DEPARTMENT NUMBER  
000.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

< >

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400	3135	Maintenance/Repair Supplies	\$390				
<b>TOTAL</b>			<b>\$390</b>	<b>TOTAL</b>			<b>\$390</b>

Explanation:

Transferring funds for small equipment purchases and replacement. Items will need to be placed on Fairgrounds inventory list.

Prepared by:

Date:

Approved

Denied

Date:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>  <b>Subject:</b> <u>Agreement #11/13-SA-ESD-00 with Educational Service District 123</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Educational Service District 123 for the 2011-2013 biennium to provide substance abuse treatment services to low income and Title 19 clients.

The Agreement process was initiated on August 15, 2011; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** October 1, 2011 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #11/13-SA-ESD-00 with Educational Service District 123, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/13-SA-ESD-00 TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND EDUCATIONAL SERVICE DISTRICT 123**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Educational Service District 123, to provide substance abuse treatment services to low income and Title 19 clients; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Educational Service District 123 for the 2011-2013 biennium; and

**WHEREAS**, the Agreement process was initiated on August 15, 2011; the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/13-SA-ESD-00 with Educational Service District 123, to provide substance abuse treatment services for the 2011-2013 biennium for a consideration amount of Fee For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on October 1, 2011 and shall expire on June 30, 2013.

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

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

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/13-SA-ESD-00**

This Agreement is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Educational Service District 123**, a governmental entity, with its principal offices at 3918 W. Court Street, Pasco, WA 99301, (hereinafter "Contractor").

Counties Contact Information:  
 Ed Thornbrugh, Administrator  
 Department of Human Services  
 7102 W. Okanogan Pl. Suite 201  
 Kennewick, WA 99336  
 Phone: 509.783.5284  
 Fax: 509.783.5981  
 E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

Contractor Contact Information:  
 Bruce Hawkins, Superintendent  
 Educational Service District 123  
 3918 W. Court Street  
 Pasco, WA 99301  
 Phone: 509.544.5761  
 Fax: 509.543.3328

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
 CFDA Number (Federal Block Grant Funding) ..... #93.959  
 Title: \_\_\_\_\_  
 Name of Grant: \_\_\_\_\_  
 Grantor: \_\_\_\_\_

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

Consideration ..... Fee For-Service

Attachments incorporated into this Agreement  
 HRSA/DBHR Service Rates Plan 11-13 ..... Attachment A  
 Counties Sliding Fee Schedule..... Attachment B

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

For the Contractor:  
 \_\_\_\_\_  
*Bruce A. Hawkins*

Title: Superintendent Date 10/28/2011

For Benton County:  
 \_\_\_\_\_  
 Benton County Commissioners Date

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

For Franklin County:  
 \_\_\_\_\_  
 Franklin County Commissioners Date

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

Approved as to Content:  
 \_\_\_\_\_  
 Department of Human Services

Approved as to Form:  
 \_\_\_\_\_  
 Benton County Prosecutor's Office

Approved as to Form:  
 \_\_\_\_\_  
 Franklin County Prosecutor's Office

*Handwritten signature and date*  
 10-28-11

i. Developmental Disabilities Services Agreement, #11/12-DD-AWI-00, w/Ambitions Community Support Services, Inc.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #11/12-DD-AWI-00 with Ambitions Community Support Services, Inc.  <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS  <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Ambitions Community Support Services, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DD County Services on September 12, 2011.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** October 1, 2011 through June 30, 2012  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #11/12-DD-AWI-00 with Ambitions Community Support Services, Inc., and to authorize the Chair to sign on behalf of the Board.

\_\_\_\_\_  
 Signature 

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-AWI-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND AMBITIONS COMMUNITY SUPPORT SERVICES, INC.**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Ambitions Community Support Services, Inc., to provided developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Ambitions Community Support Services, Inc.; and

**WHEREAS**, the Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DDD County Services on September 12, 2011; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/12-DD-AWI-00 with Ambitions Community Support Services Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on October 1, 2011 and shall expire on June 30, 2012.

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

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

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/12-DD-AWI-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Ambitions Community Support Services, Inc.**, a Washington State For-Profit Corporation, with its principal offices at 511 N. Argonne, Suite 200, Spokane, WA 99212 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Jim Walsh, President  
Ambitions Community Support Services, Inc.  
511 N. Argonne, Suite 200  
Spokane, Wa 99212  
Phone: 509.321.0414 / Fax: 208.921.0590  
E-Mail: [jwalsh@ambitions.org](mailto:jwalsh@ambitions.org)

Is the Contractor a subrecipient for purposes of this Agreement ..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2012  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

**Attachments incorporated into this Agreement**

- Exhibit "A" – Fee-For-Services Schedule
- Exhibit "B" – Job Type Code List
- Exhibit "C" – Community Access Billable Activities
- Exhibit "D" – Employment Phases & Billable Activities
- Exhibit "E" – Data Security Requirements

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

**For the Contractor:**

James Walsh

Title: President Date 11/9/2011

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

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

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

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

Approved as to Content:

Approved as to Form:

Approved as to Form:

[Signature]  
Department of Human Services

[Signature]  
Benton County Prosecutor's Office

\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #11/13-PREV-BFSAC-00 with Benton Franklin Substance Abuse Coalition <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <input checked="" type="checkbox"/> <b>Pass Resolution</b> <input checked="" type="checkbox"/> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Benton Franklin Substance Abuse Coalition for the 2011-2013 biennium to provide the "Project Alert" program to 6<sup>th</sup> through 8<sup>th</sup> grade youth residing in Benton County.

The Agreement process was initiated on September 19, 2011; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be \$18,000.00  
**Period:** October 31, 2011 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #11/13-PREV-BFSAC-00 with Benton Franklin Substance Abuse Coalition, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/13-PREV-BFSAC-00 TO PROVIDE SUBSTANCE ABUSE PREVENTION SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN SUBSTANCE ABUSE COALITION**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Benton Franklin Substance Abuse Coalition to provide the "Project Alert" program to 6<sup>th</sup> through 8<sup>th</sup> grade youth residing in Benton County; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Benton Franklin Substance Abuse Coalition for the 2011-2013 biennium; and

**WHEREAS**, the Agreement process was initiated on September 19<sup>th</sup>, the delay in execution is a result of the legal review process; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/13-PREV-BFSAC-00 with Benton Franklin Substance Abuse Coalition to provide the "Project Alert" program to 6<sup>th</sup> through 8<sup>th</sup> grade youth residing in Benton County for the 2011-2013 biennium for an Agreement amount of \$18,000.00; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on October 31, 2011 and shall expire on June 30, 2013.

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

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

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest:

Attest:

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

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

**Benton and Franklin Counties**  
**DEPARTMENT OF HUMAN SERVICES**  
**Agreement #11/13- PREV-BFSAC-00**

This 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Benton Franklin Substance Abuse Coalition**, a public non-profit agency, with its principal offices at 8428 W. Gage Blvd., Suite A, Kennewick, WA 99336 (hereinafter "Contractor")

**Counties Contact Information:**

Edward Thornbrugh, Administrator  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Richard Marshall, Executive Director  
**Benton Franklin Substance Abuse Coalition**  
8428 W. Gage Blvd., Suite A/D  
Kennewick, WA 99336  
Phone: 509.783.3180 / Fax: 509.783.0520  
E-Mail: [rich@bfsac.org](mailto:rich@bfsac.org)

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
CFDA Number (Federal Block Grant Funding) ..... #93.959  
Title: Block Grants for Prevention and Treatment of Substance Abuse  
Name of Grant: Substance Abuse Prevention and Treatment (SAPT) Block Grant  
Grantor: DSHS Division of Behavioral Health and Recovery (DBHR)

Agreement Start Date ..... October 31, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... \$18,000.00

Attachments incorporated into this Agreement ..... None

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

**For the Contractor:**

  
Title: EXEC DIR Date 10/17/2011

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date \_\_\_\_\_ Attest: Clerk of the Board

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date \_\_\_\_\_ Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
Department of Human Services

  
Benton County Prosecutor's Office

\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Contract</b> <input checked="" type="checkbox"/>	<b>Consent Agenda</b> <input checked="" type="checkbox"/>
<b>Subject:</b> Agreement #11/12-DD-ARC-00 with The Arc of Tri-Cities	<b>Pass Resolution</b> <input checked="" type="checkbox"/>	<b>Public Hearing</b> <input type="checkbox"/>
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>Pass Ordinance</b> <input type="checkbox"/>	<b>1st Discussion</b> <input type="checkbox"/>
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Pass Motion</b> <input type="checkbox"/>	<b>2nd Discussion</b> <input type="checkbox"/>
	<b>Other</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with The Arc of Tri-Cities to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DD County Services on September 12, 2011.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** October 1, 2011 through June 30, 2012  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #11/12-DD-ARC-00 with The Arc of Tri-Cities, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-ARC-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with The Arc of Tri-Cities to provided developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with The Arc of Tri-Cities, and

**WHEREAS**, the Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DDD County Services on September 12, 2011; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/12-DD-ARC-00 with The Arc of Tri-Cities to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on October 1, 2011 and shall expire on June 30, 2012.

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

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

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/12-DD-ARC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **The Arc of Tri-Cities**, a Washington State Non-Profit Corporation, with its principal offices at 1455 Fowler Street, Richland, WA 99352 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Judy Westsik, Director  
The Arc of Tri-Cities  
1455 Fowler St.  
Richland, WA 99352  
Phone: 509.783.1131 / Fax: 509.735.7706  
E-Mail: [judyw@arcoftricity.com](mailto:judyw@arcoftricity.com)

Is the Contractor a subrecipient for purposes of this Agreement ..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2012  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

**Attachments incorporated into this Agreement**

- Exhibit "A" – Fee-For-Services Schedule
- Exhibit "B" – Job Type Code List
- Exhibit "C" – Community Access Billable Activities
- Exhibit "D" – Employment Phases & Billable Activities
- Exhibit "E" – Data Security Requirements

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

**For the Contractor:**

  
\_\_\_\_\_  
For Benton County:

Title: Executive Director Date 11/7/2011

\_\_\_\_\_  
Benton County Commissioners Date

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

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

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

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Department of Human Services

  
\_\_\_\_\_  
Benton County Prosecutor's Office

\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>County Designated Mental Health Professional Appointment for Monyay Green</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Addendum</b> _____ <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

It is the Counties' responsibility to appoint County Designated Mental Health Professionals (CDMHP) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34, and 70.96a RCW.

The Crisis Response Unit wishes to appoint Monyay Green as a CDMHP since he now meets all statutory requirements as outlined by WAC 388-865-0245, RCW 71.05, RCW 71.34, and RCW 70.96a.

**RECOMMENDATION**

- Sign the resolution to accept the appointment of County Designated Mental Health Professional for Monyay Green

**FISCAL IMPACT**

**There is no impact on the current expense budget.**

**MOTION**

To approve and sign the resolution accepting the CDMHP appointment for Monyay Green, and authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: APPOINTING MONYAY GREEN AS A COUNTY-DESIGNATED MENTAL HEALTH PROFESSIONAL (CDMHP) AND LIMITING APPOINTMENTS OF CDMHPS TO THE PERIOD DURING WHICH THEY ARE EMPLOYED BY THE CRISIS RESPONSE UNIT OF BENTON AND FRANKLIN COUNTIES**

**WHEREAS**, it is the Counties' responsibility to appoint County-Designated Mental Health Professionals (CDMHPs) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34 and 70.96a RCW; and

**WHEREAS**, individuals employed by Benton and Franklin Counties' Department of Human Services' Crisis Response Unit perform the CDMHP duties for Benton County and Franklin County; and

**WHEREAS**, the Crisis Response Unit wishes to appoint Monyay Green as a CDMHP since he now meets all statutory requirements outlined by WAC 388-865-0245, RCW 71.05, RCW 71.34, and RCW 70.96a; and

**WHEREAS**, the list of appointed County-Designated Mental Health Professionals, attached hereto as Exhibit A, is updated to include Monyay Green; NOW THEREFORE,

**BE IT RESOLVED**, that Monyay Green is appointed as a County-Designated Mental Health Professional; and

**BE IT FURTHER RESOLVED**, that appointments of County Designated Mental Health Professionals shall be limited to the period during which they are employed by the Crisis Response Unit of Benton and Franklin Counties.

Dated this ..... day of ....., 2010

Dated this ..... day of ....., 2010.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

---

**EXHIBIT A**

---

**COUNTY-DESIGNATED  
MENTAL HEALTH PROFESSIONALS**

Dated: November 10, 2011

<u>NAME</u>	<u>DATE APPOINTED</u>
James C. Laws .....	January, 1992
James Tutwiler.....	April, 1994
Randi Hankins .....	July, 1996
Kyle Sullivan .....	February, 1998
Kathleen Laws .....	September, 2000
Cristina Maldonado.....	February, 2004
Gordon Cable .....	June, 2004
Tony Larsen.....	January, 2007
Karin Cagle.....	July, 2008
Kellie Benson.....	January, 2009
Edward Thornbrugh .....	May, 2009
Kathy Mills-George .....	July, 2009
Robin Myers.....	July, 2010
Cameron Fordmeir.....	September, 2010
Hector Deleon.....	October, 2011
Monyay Green .....	November, 2011

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Contract</b>	<u>  X  </u>
<b>Subject:</b> Agreement #11/12-DD-GW-00 with Goodwill Industries of the Columbia, Inc.	<b>Pass Resolution</b>	<u>  X  </u>
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>Pass Ordinance</b>	<u>      </u>
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Pass Motion</b>	<u>      </u>
	<b>Other</b>	<u>      </u>
	<b>Consent Agenda</b>	<u>  X  </u>
	<b>Public Hearing</b>	<u>      </u>
	<b>1st Discussion</b>	<u>      </u>
	<b>2nd Discussion</b>	<u>      </u>
	<b>Other</b>	<u>      </u>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Goodwill Industries of the Columbia, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DD County Services on September 12, 2011.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** October 1, 2011 through June 30, 2012  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #11/12-DD-GW-00 with Goodwill Industries of the Columbia, Inc., and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #11/12-DD-GW-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC.**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Goodwill Industries of the Columbia, Inc., to provided developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Goodwill Industries of the Columbia, Inc.; and

**WHEREAS**, the Agreement process was initiated on September 23, 2011; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DDD County Services on September 12, 2011; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #11/12-DD-GW-00 with Goodwill Industries of the Columbia, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on October 1, 2011 and shall expire on June 30, 2012.

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

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

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/12-DD-GW-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Goodwill Industries of the Columbia, Inc.**, a Washington State Non-Profit Corporation, with its principal offices at 815 N. Kellogg, Suite A, Kennewick, WA 99336 (hereinafter "Contractor").

**Counties Contact Information:**  
Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**  
Gordon Comfort, Director  
Goodwill Industries of the Columbia, Inc.  
815 N. Kellogg, Suite A  
Kennewick, WA 99336  
Phone: 509.735.7238 / Fax: 509.783.8266  
E-Mail: [gcomfort@goodwillotc.org](mailto:gcomfort@goodwillotc.org)

Is the Contractor a subrecipient for purposes of this Agreement ..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2011  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2012  
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

- Attachments incorporated into this Agreement
- Exhibit "A" – Fee-For-Services Schedule
  - Exhibit "B" – Job Type Code List
  - Exhibit "C" – Community Access Billable Activities
  - Exhibit "D" – Employment Phases & Billable Activities
  - Exhibit "E" – Data Security Requirements

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

For the Contractor:  
  
\_\_\_\_\_

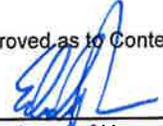
Title: Ed. Director Date 11/14/11

For Benton County:  
  
\_\_\_\_\_  
Benton County Commissioners Date

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

For Franklin County:  
  
\_\_\_\_\_  
Franklin County Commissioners Date

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

Approved as to Content:  
  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:  
  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:  
\_\_\_\_\_  
Franklin County Prosecutor's Office

**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 INTERAGENCY AGREEMENT IAA12161 BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement between State of Washington Administrative Office of the Courts and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2011 through August 31, 2012. The Interagency Agreement is backdated to July 1, 2011 so that services are not interrupted and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2011. The Juvenile Justice Center contacted the AOC in October of 2011 when a contract had not been received. The Juvenile Justice Center was under the impression that the AOC was continuing with budget discussions and a contract had not been developed. The AOC reported that it was an oversight and sent the contract to the Juvenile Justice Center on November 3, 2011. The contract was sent to the Franklin County Prosecuting Attorney's Office on November 3, 2011 and returned to the Juvenile Justice Center on November 8, 2011, **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 Interagency Agreement.

**DATED** this 22<sup>nd</sup> day of November 2011

**DATED** this 30<sup>th</sup> day of November 2011

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

**INTERAGENCY AGREEMENT IAA12161**  
**between**  
**STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**and**  
**BENTON/FRANKLIN COUNTIES JUVENILE COURT**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts ("AOC") and Benton/Franklin Counties Juvenile Court, a political subdivision of the State of Washington ("County") for the purpose of distributing funds for court interpreter expenses to the Benton/Franklin Counties Juvenile Court ("Court").

**1. DEFINITIONS**

For purposes of this contract, the following definitions shall apply:

- a. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs/orgs/pos\\_interpret/](http://www.courts.wa.gov/programs/orgs/pos_interpret/)
- b. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs/orgs/pos\\_interpret/](http://www.courts.wa.gov/programs/orgs/pos_interpret/)
- c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. "Qualifying event" means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/content/courtInterpreter/FUNDING%20CONDITIONS.pdf>
  - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
  - If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
  - If the event was interpreted by a qualified sign language interpreter.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 11/23/11 Subject: Employee of the Month Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Approval of Employee of the Month for December 2011.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Request signatures approving Employee of the Month for December 2011.

**FISCAL IMPACT**

N/A

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



Troy Grall  
Juvenile Probation Officer  
Benton Franklin Juvenile Justice Center

Dear Troy:

Let us be the first to congratulate you on your achievement of winning the Employee of the Month Award for the month of December 2011. Your performance demonstrates your hard work, sincerity and dedication in making Benton County stand out in a positive way to all other employees and to members of the public visiting or interfacing with Benton County and its services.

Benton County has taken note of and appreciates your hard work and dedication. You have worked both as a juvenile detention officer and as a drug court probation counselor for the Benton Franklin Juvenile Justice Center. This year you researched possible new drug testing methods. You were able to negotiate a reduced cost to the County of \$.25 per test and obtain test strips that would add an additional drug the lab would test for. While it may seem like a small amount, it results in an approximate savings of \$1,250 per year. In these tough economic times, finding ways to reduce costs is appreciated.

Your hard work and dedication to the Benton Franklin Juvenile Justice Center helps the youth of our community and provides for a safer community for us all to live in. You are a great asset to the Benton Franklin Juvenile Justice Center and to Benton County.

Please accept our sincere congratulations on your achievement.

Yours truly,

---

Sharon Paradis, Administrator

---

Commissioner Leo Bowman, Chairman

---

Commissioner Jim Beaver

---

Commissioner Shon Small

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	11/15/11	Execute Contract	_____	Consent Agenda <u>  X  </u>
Subject:	Emmons Settlement Agreement & Release	Pass Resolution	_____	Public Hearing _____
Prepared by:	Ryan Lukson	Pass Ordinance	_____	1st Discussion _____
Reviewed by:		Pass Motion	_____	2nd Discussion _____
		Other	<u>  X  </u>	Exec Session _____

### **BACKGROUND INFORMATION**

Plaintiffs' filed suit against Benton County, and deputies Benningfield and Magnuson in US District Court on June 6, 2011, in connection with alleged damages stemming from an incident that occurred at their property, 51215 North Antinori Road, Benton City, Washington.

### **SUMMARY**

The Parties have come to a resolution of Plaintiff's claim against Benton County, Deputy Benningfield and Deputy Magnuson in the amount of \$15,000.00. The Board of Commissioners have reviewed the proposed Settlement Agreement and Release and find it in the best interest of the County.

### **RECOMMENDATION**

Approve and sign the Settlement Agreement and release.

### **MOTION**

Move to approve and sign the Settlement Agreement and release

# RESOLUTION

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

**IN THE MATTER OF ENTERING INTO A SETTLEMENT OF WILLIAM C. EMMONS and  
WILLIAM A. EMMONS v. BENTON COUNTY, a municipal corporation organized under the laws of the  
State of Washington, SHANE B. BENNINGFIELD and JANE DOE BENNINGFIELD, husband and wife,  
and the marital community comprised thereof; and ERIC G. MAGNUSON and JANE DOE MAGNUSON,  
husband and wife, and the marital community comprised thereof, and JOHN and JANE DOES 1-10**

**WHEREAS**, On June 6, 2011, the above named Plaintiffs filed suit against the above named Defendants including Benton County in the United States District Court for the Eastern District of Washington, Civil Action No. CV-11-5098-RMP; and

**WHEREAS**, The parties have come to a resolution of Plaintiffs' claims against the above named Defendants including Benton County pursuant to Plaintiffs' receipt of a check in the amount of \$15,000.00 and the terms of the Settlement Agreement and Release, attached hereto; and

**WHEREAS**, Benton County Board of Commissioners having reviewed the proposed Settlement Agreement and Release and find it reasonable and in the best interest of the County; **NOW, THEREFORE;**

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: . . . . .

Clerk of the Board

CONTRACT

THIS CONTRACT, made and entered into this 22nd day of November, 2011, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and ALLSTAR CONSTRUCTION GROUP INC., P O Box 4356, West Richland, WA 99353, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, PIERT ROAD PHASE II - CID CANAL REALIGNMENT - C.E. 1619 CRP," and as described in and in accordance with the State of Washington 2010 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$236,144.53, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. 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 attorney fees 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.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

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

Executed by the Contractor

COUNTY OF BENTON

[Signature]  
\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Commissioners

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

Date: \_\_\_\_\_

Allstar Construction Group Inc.

APPROVED AS TO FORM:

[Signature]  
\_\_\_\_\_  
Benton County Deputy Prosecuting Attorney  
Date: Oct. 27, 2011

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

County of \_\_\_\_\_

Arterial  Access

Item No. 1 in Six Year Road Program 2011-2016

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD - CID CANAL REALIGNMENT - CE 1619 CRP

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to proceed with the construction of CE 1619 CRP - Piert Road - CID Canal Realignment according to the terms of the contract awarded November 1, 2011 to Allstar Construction Group, Inc., West Richland, Washington.

Length of Project: \_\_\_± miles; Width of Roadbed: \_\_\_ ft.; Surface: \_\_\_ ft.; Pavement: \_\_\_ ft.  
Type and depth of surfacing: \_\_\_\_\_  
Bridge \_\_\_ Irrigation Crossing: Length \_\_\_ ft.; Width \_\_\_ ft.  
Estimated date of beginning: November 22, 2011; Estimated date of completion: March 1, 2012

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund	TIB Funds	CRIMP Funds	Total
Prelim. Engr'g	5,000.00			5,000.00
Right-of-Way				0.00
Mat. from Stkple				0.00
Day Labor				0.00
Contract	236,144.53			236,144.53
Const. Engr.	11,800.00			11,800.00
Contingencies	13,855.47			13,855.47
Total	266,800.00	0.00	0.00	266,800.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 22nd day of November, 2011.

(SEAL)

Attest:

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

\_\_\_\_\_  
Chairman

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

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

L. Moser:slc

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FUNDING OF THE RED MOUNTAIN INTERCHANGE PROJECT

**WHEREAS**, the "Red Mountain Interchange" part of the Red Mountain Area Plan is a community-supported project that will result in the creation of a new freeway interchange on Interstate 82 at approximately Milepost 100 to service the Red Mountain and West Richland communities; and,

**WHEREAS**, the Washington State Department of Transportation (WSDOT) has assumed responsibility for design, engineering, and construction of the Interchange; and,

**WHEREAS**, federal "annual appropriation" funds were made available through an interlocal agreement LA 5278 for the Webber Canyon Phase 2 project as part of Red Mountain Area Plan. Benton County's Webber Canyon Phase 2 project did not fully expend funds available. Said funds are restricted for use on Red Mountain Area Plan; and,

**WHEREAS**, Red Mountain Area Plan Project Webber Canyon Phase 2 is complete; and

**WHEREAS**, the Benton County Engineer recommends that the remaining Red Mountain Area Plan federal funds in the amount of \$940,784.43 be turned-over to the WSDOT and obligated for use on the appropriate Red Mountain Interchange work; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Commissioners approves the recommendation of the County Engineer to turn over the remaining Red Mountain Area Plan federal funds in the amount of \$940,784.43 to WSDOT and to be obligated for use on the appropriate Red Mountain Interchange work.

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

Bowie

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: BENTON COUNTY 2012 ANNUAL ROAD PROGRAM

WHEREAS, the Board adopted the 2012 - 2017 Comprehensive Six-Year Road Program on November 1, 2011; and

WHEREAS, a copy of the proposed 2012 Annual Road Program was presented to the Board on November 8, 2011 for Board review in conjunction with the re-adoption of the 2011-2012 Road Fund budget; and

WHEREAS, no revisions were made to the 2012 Annual Road Program as presented to the Board on November 8, 2011; and

WHEREAS, the Benton County Engineer recommends adoption of the One-Year Road Program for 2012, it appearing to be in the best public interest; NOW, THEREFORE,

BE IT HEREBY RESOLVED, by the Board of Benton County Commissioners, that the 2012 Annual Road Program, a copy of which is attached, is hereby adopted.

Dated this 22nd day of November, 2011.

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

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

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

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

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

# **2012 Benton County Road Program**

Approved by the

## **Board of County Commissioners**

On

November 22, 2011

**Leo M. Bowman, Chairman**

**Shon Small, Pro-Tem**

**James R. Beaver, Member**

**2012**  
**ROAD PROGRAM**  
**Estimated Revenues**

3:00 PM 11/08/11

B.A.R.S.#		COUNTY	STATE	FEDERAL	OTHER	TOTAL
291.74.0001	Fund Balance January 1, 2012	2,019,206	0	0	0	2,019,206
311.10.0500	Road Levy 2012(Prior to \$503,601 Diversion to Traffic Law Enforcemnt)	5,671,806	0	0	0	5,671,806
311.12.0001	Administrative Refund	7,000	0	0	0	7,000
317.20.0001	Leasehold	0	65,000	0	0	65,000
321.91.2100	Franchise Fees	2,500	0	0	0	2,500
322.90.0002	Trail Access Permits	200	0	0	0	200
336.00.8901	Gas Tax (County Apportionment)	0	3,013,260	0	0	3,013,260
338.42.0501	Road Maintenance Services	56,744	0	0	0	56,744
338.95.0501	Road Construction & Engr Services	1,913,131	0	0	0	1,913,131
341.50.0501	Sale of Maps	50	0	0	0	50
341.69.0501	Sale of Prints	12,500	0	0	0	12,500
344.10.0501	Various Road Repairs	5,000	0	0	0	5,000
344.10.0502	Private Road Signs	250	0	0	0	250
344.20.0501	Sale of Aggregate Materials	5,000	0	0	0	5,000
344.90.0501-2	Plat Road/Access Road/Encroachment Review	5,250	0	0	0	5,250
344.90.0503-4	Road Vacations / Affidavits of Correction	1,300	0	0	0	1,300
349.16.0501	Personnel Admin Services by Co Road	150,000	0	0	0	150,000
349.95.0001	Road & Engineering Services	0	0	0	2,000	2,000
361.11.0001	Interest	15,000	0	0	0	15,000
362.10.0501	Equipment & Vehicle Rentals	250	0	0	0	250
362.90.0501-2	Other Rents	200	0	0	0	200
367.00-0001	Contributions / Donations	0	0	0	0	0
369.10.0501	Special Sales By County Road	300	0	0	0	300
369.40.0501	Judgements and Settlements	500	0	0	0	500
369.90.0001	Miscellaneous Revenues	500	0	0	0	500
369.90.0501	Sale of Salvage - Road	200	0	0	0	200
369.90.0502	Miscellaneous Revenues (REA Capital Payment)	750	0	0	0	750
369.90.0504	Tourist Information Signs	300	0	0	0	300
386.70.0501	Sales Tax Collection	1,500	0	0	0	1,500
395.10.0002	Sale of Fixed Assets - Equipment	250	0	0	0	250
395.10.0501	Sale of Fixed Assets - Road	250	0	0	0	250
397.10.0000	Operating Transfers-In to Road Fund					
.1102	CRIMP Fund	0	0	0	1,200,000	1,200,000
.0103	Flood Control Fund	0	0	0	56,875	56,875
.0114	Paths & Trails Reserve Fund	0	0	0	50,444	50,444
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	9,869,937	3,078,260	0	1,309,319	14,257,516
<b>GRANT / MATCHING FUNDS</b>						
333.20.2501	Federal: STP/U Urban	0	0	0	0	0
333.20.2502	STP/R Rural	0	0	737,000	0	737,000
333.20.2503	BRAC, BRRP Bridge	0	0	0	0	0
333.20.2504	STP/S Safety (HES)	0	0	300,000	0	300,000
333.20.2505	R-HCP Railroad (RRP)	0	0	9,000	0	9,000
333.20.2506	ER Emergency Relief Program	0	0	0	0	0
333.20.2507	STP/E Enhancement (TEP)	0	0	0	0	0
333.20.2508	Rural Economic Vitality (REV) Program	0	0	0	0	0
333.20.2509	Rural 2-Lane Road Safety Improvements	0	0	0	0	0
333.20.2510	Demonstration Projects (HPP)	0	0	0	0	0
333.11.3070	DOC Economic Development Admin (EDA)	0	0	0	0	0
334.03.6100	Freight Mobility Strategic Investment Board (FMSIB)	0	459,000	0	0	459,000
334.03.7100	Rural Arterial Program	0	1,570,000	0	0	1,570,000
334.03.7200	CAPP (Arterial Preservation)	0	364,282	0	0	364,282
334.03.8501	Transportation Improvement Board AIP/TPP Grants	0	1,400,000	0	0	1,400,000
	Subtotal	0	3,793,282	1,046,000	0	4,839,282
	<b>GRAND TOTAL</b>	<b>9,869,937</b>	<b>6,871,542</b>	<b>1,046,000</b>	<b>1,309,319</b>	<b>19,096,798</b>



## 2012 PUBLIC WORKS ROAD FUND PURCHASES

<u>ROAD FUND #0101-101</u>			11/01/11
<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>REPLACEMENT YES/NO</u>
6	AutoCAD Civil 3D Subscription	\$7,000	Yes
1	AutoCAD Standard Subscription	\$800	Yes
2	Geomeia Subscription	\$800	Yes
1	Laptop Computer and Projector for WebCast Programs	\$4,500	No
<b>Total Road Fund #0101-101</b>		<b>\$13,100</b>	

# 2012 EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

11/01/11

REPLACEMENT  
YES/NO

<u>QTY</u>		<u>COST</u>	
<b>A. <u>GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT</u></b>			
1	Motor Grader	\$325,000	Yes
2	Regular Cab Diesel 3/4 Ton 4x4 Pickup	\$60,000	Yes
5	Regular Cab Gas 3/4 Ton 4x4 Pickup	\$125,000	Yes
1	Extended Cab Gas 1/2 Ton 4x4 Pickup	\$25,000	Yes
1	Truck Extended Cab and Chassis w/Utility Sign Box	\$175,000	Yes
1	Tire Machine	\$9,000	Yes
N/A	Grader Blade Cutting Bits (Steel)	\$23,000	Supply
N/A	Snowplow Blade Cutting Bits (Steel) & (Carbide)	\$11,000	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$55,000	Supply
N/A	Shop Fabrication (Steel)	\$5,200	Supply
N/A	Tire Chain Parts	\$4,600	Supply
N/A	Small Shop Equipment & Tools	\$6,250	
<b>Total</b>		<b>\$824,050</b>	

**E R & R VEHICLES FOR OTHER DEPARTMENTS**

1	Small 4x4 Pickup for Planning Dept.	\$25,000	Yes
1	Small 4x4 Pickup for Building Dept.	\$25,000	Yes
<b>Total</b>		<b>\$50,000</b>	

**B. OFFICE EQUIPMENT**

1	Lab & Testing Equipment (for Eng'r Lab Trailer)	\$3,500	Yes
3	Computers	\$12,500	Yes
4	Flat Panel Computer Monitors (20" Monitors)	\$1,600	Yes
N/A	Office Equipment and Furnishings	\$4,000	Yes
<b>Total</b>		<b>\$21,600</b>	

**C. FACILITIES**

General Building Maintenance & Repairs	\$20,000	
<b>Total</b>	<b>\$20,000</b>	

**D. INVENTORY**

Aggregate Purchase (Crushing & Stockpiling at Highland Pit R-102)	\$250,000	
Traffic Sign Materials	\$100,000	
Bulk Diesel Fuel	\$200,000	
Liquid De-icer (Magnesium Chloride)	\$25,000	
<b>Total</b>	<b>\$575,000</b>	

**Grand Total**

**\$1,490,650**

u. Purchase Authorization of Vehicle Firearm Racks from Blac-Rac Manufacturing, Inc.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>November 22, 2011</u>	Execute Contract	_____
Subject:	<u>Blac-Rac Purchase Resolution</u>	Pass Resolution	<u>  x  </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	_____
Reviewed by:	<u>K. Mercer / R. Sparks</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

**SUMMARY**

The Benton County Sheriff's Office consulted the vendors list and found that Blac-Rac Manufacturing, Inc. is a sole source provider of vehicle firearm racks that can be installed in vehicles used by the Sheriff's Office.

Blac-Rac Manufacturing, Inc. firearm racks provide features not available in any other company's product, including trigger safety covering, ease of use, and the ability to store firearms with enhanced sights.

Firearm racks manufactured by Blac-Rac Manufacturing, Inc. are only available for purchase directly through the manufacturer.

**RECOMMENDATION**

The Patrol Captain recommends purchasing vehicle firearm racks for new Sheriff's Office vehicles as well as purchasing replacement firearm racks in existing vehicles.

Purchases can be made from November 22, 2011 through December 31, 2012.

**FISCAL IMPACT**

Amount not to exceed shall be \$10,000.00 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VEHICLE FIREARM RACKS FROM BLAC-RAC MANUFACTURING, INC. TO BE INSTALLED IN NEW SHERIFF'S OFFICE VEHICLES AS WELL AS AUTHORIZING THE REPLACEMENT OF DAMANGED RACKS IN EXISTING VEHICLES

WHEREAS, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, the Benton County Sheriff's Office consulted the vendors list and found that Blac-Rac Manufacturing, Inc. is a sole source provider of vehicle firearm racks that can be installed in vehicles used by the Sheriff's Office; and

WHEREAS, Blac-Rac Manufacturing, Inc. firearm racks provide features not available in any other company's product, including trigger safety covering, ease of use, and the ability to store firearms with enhanced sights; and

WHEREAS, firearm racks manufactured by Blac-Rac Manufacturing, Inc. are only available for purchase directly through the manufacturer; and

WHEREAS, the Patrol Captain recommends purchasing vehicle firearm racks for new Sheriff's Office vehicles as well as purchasing replacement firearm racks in existing vehicles; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Patrol Captain's recommendation and hereby authorizes the purchase of vehicle firearm racks for new Sheriff's Office vehicles as well as the purchase of replacement firearm racks in existing vehicles from Blac-Rac Manufacturing, Inc., Meridian, ID from November 22, 2011 through December 31, 2012 with the total amount payable not to exceed \$10,000.00 including WSST.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	November 22, 2011	Execute Contract	<u>  x  </u>
Subject:	Keefe Commissary Network Extension	Pass Resolution	<u>  X  </u>
		Pass Ordinance	<u>      </u>
		Pass Motion	<u>      </u>
		Other	<u>      </u>
Prepared by:	<u>D. Pettey</u>	Consent Agenda	<u>  X  </u>
Reviewed by:	<u>K. Mercer</u>	Public Hearing	<u>      </u>
		1st Discussion	<u>      </u>
		2nd Discussion	<u>      </u>
		Other	<u>      </u>

**BACKGROUND INFORMATION**

A Personal Service Contract was entered into on December 8, 2008 between Benton County and Keefe Commissary Network, LLC for furnishing inmate commissary goods to the jail through December 31, 2011 via Resolution 08-1004.

**SUMMARY**

The parties' Personal Service Contract specifies that upon mutual written agreement of the parties, the contract terms and conditions may be extended for three subsequent one-year periods.

**RECOMMENDATION**

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

**FISCAL IMPACT**

Consideration section (5) of the current contract shall remain unchanged.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE FIRST CONTRACT EXTENSION AGREEMENT BETWEEN BENTON COUNTY AND KEEFE COMMISSARY NETWORK LLC FOR FURNISHING INMATE COMMISSARY GOODS TO THE BENTON COUNTY JAIL LOCATED IN KENNEWICK, WA

WHEREAS, a Personal Service Contract was entered into on December 8, 2008 between Benton County and Keefe Commissary Network, LLC for furnishing inmate commissary goods to the jail through December 31, 2011 via Resolution 08-1004; and

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

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

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington hereby approves the first contract extension agreement between Benton County and Keefe Commissary Network, LLC attached hereto; and

**BE IT FURTHER RESOLVED,** the Board authorizes the Chairman of the Board to sign the attached First Contract Extension Agreement; and

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

## FIRST CONTRACT EXTENSION AGREEMENT

THIS FIRST CONTRACT EXTENSION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Benton County, Washington hereinafter called "COUNTY" and Keefe Commissary Network, LLC. hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into personal service contract dated December 8, 2008 (the "CONTRACT") via resolution 08-1004, for inmate commissary goods located at the Benton County Jail Facility; and

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

WHEREAS, the parties wish to extend the contract terms and conditions for calendar year 2012

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

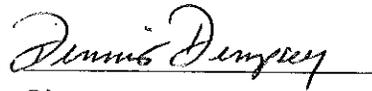
1. This First Extension Agreement, the Contract, and all contract documents incorporated therein constitute the integrated agreement between parties.
2. This First Extension Agreement shall be effective January 1, 2012 through December 31, 2012.
3. All other terms and conditions of the CONTRACT shall remain the same.

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

BENTON COUNTY

Keefe Commissary Network, LLC

\_\_\_\_\_  
Chairman



Signature

Date: \_\_\_\_\_

*Dennis Dempsey / Regional V.P.*

Print Name/Title

Approved as to Form

Date: 11-8-11

  
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	11/22/2011	Execute Contract	<u>  x  </u>
Subject:	CFM contract for County Jail	Pass Resolution	<u>  X  </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u>      </u>
Reviewed by:	<u>K Mercer</u>	Pass Motion	<u>      </u>
		Other	<u>      </u>
		Consent Agenda	<u>  X  </u>
		Public Hearing	<u>      </u>
		1st Discussion	<u>      </u>
		2nd Discussion	<u>      </u>
		Other	<u>      </u>

**BACKGROUND INFORMATION**

Proposals for corrections food services located at the Benton County Jail Facility, Kennewick, WA were solicited from interested providers in 2008.

A Personal Service Contract was entered into on January 15, 2009 between Benton County and Consolidated Food Management Inc., for corrections food services to the jail for calendar year 2009 via Resolution 09-031 that stated that the contract terms and conditions may be extended for 4 subsequent one-year periods.

2 extensions have been approved by the Board of County Commissioners to date (via resolutions 09-685 and 10-525).

**SUMMARY**

**RECOMMENDATION**

The parties wish to extend the contract terms and conditions for calendar year 2012.

**FISCAL IMPACT**

The total amount payable to the CONTRACTOR for 2012 shall not exceed \$875,716.87.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE THIRD PERSONAL SERVICE CONTRACT EXTENSION AGREEMENT BETWEEN BENTON COUNTY AND CONSOLIDATED FOOD MANAGEMENT INC. FOR CORRECTION FOOD SERVICES LOCATED AT THE BENTON COUNTY JAIL FACILITY

WHEREAS, proposals for corrections food services located at the Benton County Jail Facility, Kennewick, WA were solicited from interested providers in 2008; and

WHEREAS, a Personal Service Contract was entered into on January 15, 2009 between Benton County and Consolidated Food Management Inc., for corrections food services to the jail for calendar year 2009 via Resolution 09-031; and

WHEREAS, the parties' 2009 Personal Service Contract specifies that upon mutual written agreement of the parties, the contract terms and conditions may be extended for four (4) subsequent one year periods; and

WHEREAS, a Contract Extension Agreement was entered into on October 12, 2009 for the calendar year 2010 via Resolution 09-685; and

WHEREAS, a Contract Extension Agreement was entered into on September 13, 2010 for the calendar year 2011 via Resolution 10-525; and

WHEREAS, the parties wish to extend the contract terms and conditions for calendar year 2012 with a change to Section 25 COMPENSATION. "The total amount payable to the CONTRACTOR for 2012 shall not exceed eight hundred seventy-five thousand seven hundred sixteen dollars and eighty-seven cents (\$875,716.87)."; NOW, THEREFORE,

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Personal Service Contract Extension Agreement between Benton County and Consolidated Food Management Inc. for correction food services in an amount not to exceed \$875,716.87 for the calendar year 2012; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Third Personal Service Contract Extension Agreement; and

BE IT FURTHER RESOLVED, the Personal Service Contract Extension Agreement commences on January 1, 2012 and expires December 31, 2012.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

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

Prepared by: D. Pettley

## THIRD CONTRACT EXTENSION AGREEMENT

THIS THIRD CONTRACT EXTENSION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Benton County, Washington hereinafter called "COUNTY" and Consolidated Food Management Inc. hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into an Institutional Food Service Contract dated January 12, 2009 (the "CONTRACT") via resolution 09-031, for corrections food services located at the Benton County Jail Facility; and

WHEREAS, the CONTRACT specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended for four (4) subsequent one year periods on mutual written agreement of the parties; and

WHEREAS, the parties wish to extend the contract terms and conditions for calendar year 2012 with a change to Section 25 COMPENSATION indicating that the total amount payable to the CONTRACTOR for 2012 shall not exceed eight hundred seventy-five thousand seven hundred sixteen dollars and eighty-seven cents (\$875,716.87).

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

1. This Third Extension Agreement, the Contract, and all contract documents incorporated therein constitute the integrated agreement between parties.
2. This Third Extension Agreement shall be effective January 1, 2012 through December 31, 2012.
3. Section 25 "COMPENSATION" is hereby deleted and replaced with the following:

### 25. COMPENSATION

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

- a. The CONTRACTOR shall be paid in accordance with Exhibit C attached hereto.
- b. The total amount payable to the CONTRACTOR under this Contract shall not exceed eight hundred seventy-five thousand seven hundred sixteen dollars and eighty-seven cents (\$875,716.87).
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per week during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month

following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

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

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

BENTON COUNTY

Consolidated Food Management Inc.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Approved as to Form

Date: \_\_\_\_\_

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

# Benton County

## Department of Public Works

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954

October 31, 2011

Board of County Commissioners  
Benton County Courthouse  
Prosser, WA 99350

RE: Continued Public Hearing on KID Vacation Request

Commissioners:

The Kennewick Irrigation District (KID) is attempting to subdivide property they own in Sections 27 and 34, Township 8 North, Range 30 East, W.M. The property consists of four parcels totaling approximately 315 acres. Because the property has not been surveyed, the actual total may be more or less 315 acres.

The parcels in Section 27 are bisected by a North/South right of way at the center of the section. Public Works is not opposing the request to vacate this right of way. There is an East/West right of way centered on the section line between Sections 27 and 34 separating the parcel in Section 34 from those in Section 27. Public Works is opposing the vacation of that right of way.

The zoning for the property allows the land to be subdivided into one dwelling unit per five acres of land. KID wants to combine the four parcels into one parcel. With 315 acres, they could develop the property into 60 five acre parcels. They are proposing transferring the density of the total parcel into 60 one acre lots in the Northwest corner of the property and leaving one lot of approximately 250 acres. This would give them an average of one dwelling unit per five acres of land. In theory, the 250 acres could not be further subdivided.

After speaking with Mike Shuttleworth, Planning Department and Ryan Brown, Prosecuting Attorney's Office, I was informed that this is no longer permitted. Since this is no longer permitted, the need to create one parcel is negated and the need to vacate the right of way for development proposes outlined above is no longer there.

KID has proposed two vacation alternatives for the Board to consider for the vacation of the East/West right of way.

The first consists of vacating the right of way as proposed. Public Works continues to oppose this as this right of way provides a looped road system between Nine Canyon Road and Finley Road. This road could conceivably be constructed sometime in the future. Vacation of the right of way would also give the County a ¾ mile dead end right of way. Dead end roads of this length are discouraged by the Fire Marshall. If you, the Board, determined to vacate the right of way and at future date, it was determined that the road was needed, we would then be required to purchase right of way that we had given away through

the vacation process. Because of the length of the dead end right of way and the potential for construction of the road in the future, we oppose this alternative.

The second consists of a request to vacate approximately 300 feet of the right of way. This gives us an even longer dead end right of way. KID has then offered to grant us an easement to replace our road right of way. They have also stated that they would give us the easement in the same condition it is currently in, i.e. undeveloped. We oppose this alternative because the remaining dead end right of way is even longer than in alternative one. We oppose the granting of an easement to replace land we currently own. We oppose them giving us an undeveloped right of way, which by policy we no longer accept. By policy, all right of way deeded to the County must be brought up to a minimum County road standard before the right of way is accepted by the County. To accept an undeveloped right of way would be setting a precedent whereby owners of private roads could deed them to the County and expect us to maintain them. We also oppose this alternative.

Although Mr. Revell stated that KID would grant us an easement, I do not know if legally you can require the applicant to do that. The RCWs governing the vacation of road right of way do not address that. They do allow you to retain easements for utilities. Historically, we have required that landowners grant each other easements as a condition of approval of the vacation. This has been done to prevent landlocked parcels. These are recorded with the vacation so there is no lapse in access.

We would require a quit claim deed to be recorded immediately after the recording of the vacation, so creation of a single parcel would only be for the time duration between recordings. Prior to the recording of the deed, as per our policy on accepting right of way, we would require the road to be constructed or bonded for construction. Near simultaneous recording of the quit claim deed and vacation would be the only way to guarantee that we would receive the right of way. This would not accomplish what the KID is attempting to accomplish, i.e. creating one lot to subdivide.

Mr. Revell has been in contact with the Planning Department and is now considering a planned unit development. A planned unit development would allow KID to cluster properties and would not require that they start with one parcel. A vacation of the East/West right of way is not necessary to proceed with a planned unit development.

Mr. Revel has informed us that he will be out of town at the time of the continued public hearing and has requested that the hearing be continued to either November 15 or November 22.

Regardless of whether or not a planned unit development or some other type of development is the eventual outcome for this property, Public Works continues to recommend the East/West segment of right of way lying between Sections 27 and 34 be retained. We do not oppose the remainder of the vacation request.

Sincerely,



Steven W. Becken  
Public Works Manager

## RESOLUTION

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

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS  
CERTIFYING THE CURRENT EXPENSE LEVY FOR 2012 COLLECTION**

**WHEREAS**, the Board of Benton County Commissioners has properly given notice of the public hearing held November 22, 2011 to consider Benton County's 2011 - 2012 budget and 2012 property tax levy and possible increases thereto for the Current Expense budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

**WHEREAS**, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's Current Expense fund for 2011 – 2012 requires sustainability in property tax revenue from the previous year, in addition to that resulting from the addition of new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Benton County's Current Expense fund for 2011 - 2012; and,

**WHEREAS**, the rate of inflation based on the percentage of change in the Implicit Price Deflator (IPD), as defined in RCW 84.55.005(1), published in the Bureau of Economic Analysis' September 2011 *Survey of Current Business* is 2.755%; and,

**WHEREAS**, under RCW 84.55.005(2)(c), the limit factor for a taxing district with a population of 10,000 or over is the lesser of 101% or 100% plus inflation; and,

**WHEREAS**, the Board of Benton County Commissioners has determined, that to provide adequate funding for general maintenance and operation expenses in years 2012 and thereafter, there is a substantial need for the establishment of a limit factor of 101% for 2012 to ensure adequate funding in future years and to levy necessary property taxes for 2012; and,

**WHEREAS**, the previous year Current Expense highest lawful levy was \$18,540,633.65; and,

**WHEREAS**, the previous year Current Expense levy base was \$18,188,310.92, which is the previous years actual levy of \$18,442,989.12 less administrative refund of \$254,678.20; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners has determined that the property tax levy shall not be decreased and that an increase in the 2012 regular property tax levy in the amount of \$0.00 (which includes a State mandated \$0.025/\$1,000 for mental health and \$0.0113/\$1,000 for veterans' assistance), is hereby necessary and authorized for the 2012 Current Expense levy, and that this is a percentage increase of 0.00% from the previous year; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners has determined there is a substantial need for the establishment of a limit factor of 101% for 2012 and decided to bank the one percent (1.00%) to ensure adequate funding in future years; and,

**BE IT FURTHER RESOLVED**, that the above described increase is exclusive of additional revenues resulting from the County administrative refund levies for 2012; and,

**BE IT FURTHER RESOLVED**, that the above described increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made; and,

**BE IT FURTHER RESOLVED**, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS CERTIFYING THE COUNTY ROAD LEVY FOR 2012 COLLECTION**

**WHEREAS**, the Board of Benton County Commissioners has properly given notice of the public hearing held November 22, 2011 to consider Benton County's 2011 - 2012 budget and 2012 property tax levy and possible increases thereto for the County Road budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

**WHEREAS**, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's Road fund for 2011 - 2012 requires sustainability in property tax revenue from the previous year, in addition to that resulting from the addition of new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Benton County's Road fund for 2011 - 2012; and,

**WHEREAS**, the rate of inflation based on the percentage of change in the Implicit Price Deflator (IPD), as defined in RCW 84.55.005(1), published in the Bureau of Economic Analysis' September 2011 *Survey of Current Business* is 2.755%; and,

**WHEREAS**, under RCW 84.55.005(2)(c), the limit factor for a taxing district with a population of 10,000 or over is the lesser of 101% or 100% plus inflation; and,

**WHEREAS**, the Board of Benton County Commissioners has determined, that to provide adequate funding for the road projects expected in years 2012 and thereafter, there is a substantial need for the establishment of a limit factor of 101% for 2012 to ensure adequate funding in future years and to levy necessary property taxes for 2012; and,

**WHEREAS**, the previous year County Road highest lawful levy was \$5,910,813.72; and,

**WHEREAS**, the previous year County Road levy base of \$5,520,312.43, which is the previous years actual levy of \$5,558,951.69 less administrative refund of \$38,639.26; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners has determined that the property tax road levy shall not be decreased and that an increase in the 2012 road property tax levy in the amount of \$0.00, is hereby necessary and authorized for the 2012 road levy, and that this is a percentage increase of 0.00% from the previous year; and,

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners has determined there is a substantial need for the establishment of a limit factor of 101% for 2012 and decided to bank the one percent (1.00%) to ensure adequate funding in future years; and,

**BE IT FURTHER RESOLVED**, that the above described increase is exclusive of additional revenues resulting from the County administrative refund levies for 2012; and,

**BE IT FURTHER RESOLVED**, that the above described increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property; and

**BE IT FURTHER RESOLVED**, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CERTIFYING BUDGETED TAXES FOR COLLECTION IN THE YEAR 2012 FOR BENTON COUNTY

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 22, 2011 to consider Benton County's 2011 - 2012 budget and 2012 property tax levy and possible increases thereto pursuant to RCW 36.40 et. seq. and RCW 84.55.120; **NOW THEREFORE,**

**BE IT RESOLVED,** pursuant to RCW 84.52.070, the Board of Benton County Commissioners hereby certifies the following estimated levy amounts for Benton County for 2012 collection:

Current Expense*	\$18,718,028.00
Including: Mental Health	\$ 366,110.00
Veteran's Assistance	\$ 165,482.00
County Road	\$ 5,671,806.00
Including: Diverted Road	\$ 509,557.00
Administrative Refunds:	
Current Expense	\$ 21,993.95
County Road	\$ 6,983.91
Veterans' Assistance	\$ 192.43
Mental Health	\$ 425.72

**BE IT FURTHER RESOLVED,** the actual levy amounts should be as requested and allowed by Resolutions \_\_\_\_\_ and \_\_\_\_\_.

\*Note: The collections for Mental Health is to be collected at \$0.025/\$1,000 of assessed value and Veterans' Assistance is to be collected at \$0.0113/\$1,000 of assessed value.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# RESOLUTION

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

**IN THE MATTER OF RE-ADOPTING THE 2011 - 2012 BENTON COUNTY ROAD BUDGET**

**WHEREAS**, on November 29, 2010, the Board of Commissioners approved a biennial budget for calendar years 2011 and 2012; and

**WHEREAS**, the County Road Administration Board (CRAB) requires a one year road program and budget to be adopted each year in order to be eligible for CRAB funding; and

**WHEREAS**, the one year road program was adopted November 22, 2011; and

**WHEREAS**, after notice given pursuant to RCW 36.40 et. seq. the first public hearing for the purpose of re-adopting the 2011 - 2012 Road budget and certifying tax levies was held on November 22, 2011;  
**NOW THEREFORE**,

**BE IT RESOLVED**, the 2011 - 2012 Road budget is herein re-adopted by the Board of County Commissioners at the bottom line level in regards to supplies and other services and charges and category level in regards to salaries, benefits, interfund payments and capital; and,

**BE IT FURTHER RESOLVED**, each department is required to account for expenditures and revenues within the BARS-assigned account numbers including the prime and base sub-field, element and sub-element field, and unit and sub-unit field as detailed by each departmental budget; and,

**BE IT FURTHER RESOLVED** per the detailed attachments to this resolution, the Benton County Road budget for 2011 - 2012 is hereby re-adopted:

Total Road Fund Revenues	\$ 26,947,839
Total Road Fund Expenditures	\$ 31,030,108
To Balance	\$ 4,082,269

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

2011

Comprehensive Gang Initiative – Jacqueline van Wormer

# Comprehensive Gang Intervention Program

A Proposal Offered by Tri-Cities Gang  
Interventions Valuing Education and  
Safety (TC-GIVES)

This proposal is offered to potential financial partners in an effort to combat the gang problem in the Mid-Columbia Region.



## -Forward-

In the first part of 2011 the Benton/Franklin Counties Juvenile Court and Tri-Cities Gang Interventions Valuing Education and Safety (TC-GIVES) sought federal grant monies to fund a comprehensive gang intervention program. The program was designed to provide formal structure and coordination for prevention, intervention and reintegration efforts to aid in addressing our regional gang problem. These efforts are intended to supplement the suppression efforts currently being undertaken by our local law enforcement partners.

As a part of this grant process, a presentation was made to local city and county leaders<sup>1</sup>. The purpose was to obtain support for the grant. They generously agreed to support the grant effort.

Legitimate points were raised by local leaders during the presentation:

- Why were these proposed actions (prevention, intervention and reintegration) being delayed until potential grant funding was found – wasn't there strong enough a need for these steps to be undertaken as soon as possible?
- Wouldn't these actions be more responsive to local needs if it was administered locally, rather than by federal oversight (meeting federal grant requirements)?
- Wouldn't sustained funding, rather than temporary funding for the life of the grant, be important to the success of this important program?

As we continued with the grant process, it was learned that the federal monies were no longer available. While this was disappointing news, TC-GIVES believes very strongly that the need for the prevention, intervention and reintegration efforts still exist.

Not to be dissuaded by the loss of the federal grant monies, TC-GIVES elected to move forward on this very important issue. Our efforts are now focused on attempting to find local funding from city and county governments, organizations in the education field, charitable organizations, private businesses, and perhaps individual supporters.

It is important to remember that the gang problem is not a single community issue, nor can it be solved with a one dimensional plan. It is a regional problem. Gangs do not worry about jurisdictional boundaries, nor should we. A comprehensive plan is needed to have the most effective, long-lasting results. Standing alone as single communities or

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<sup>1</sup> The presentation was made on March 2, 2011 to an audience that included Pasco City Manager Gary Crutchfield, Kennewick Mayor Steve Young and City Manager Marie Mosley, Richland Mayor John Fox, West Richland Mayor Donna Noski, Benton County Commissioner Leo Bowman, and Franklin County Commissioner Rick Miller.

individuals will not work – we need to stand together, and work to address this problem as a team.

We hope that the following proposal answers the many questions that you may have.

We look forward to working with you in the near future in making our regional community a safer place to live.

TC-GIVES

## **PROPOSAL**

TC-GIVES offers the following proposal to combat our regional gang problem.

### **Section A: Background**

#### **1. Who is TC-GIVES, and why are they making this proposal?**

The Tri-Cities Gang Interventions Valuing Education and Safety (TC-GIVES) is a group that was formed as a result of a September 2009 gang forum meeting<sup>2</sup> sponsored by the Benton/Franklin Counties Juvenile Court. The gang forum meeting identified the need for a comprehensive and well-coordinated gang reduction approach for our region. Group members, whom represent multiple disciplines that are necessary to address the gang problem, were selected. The group has been meeting on a regular monthly basis to develop vision, goals, objectives, and conduct a regional community mapping exercise and to collect relevant data. TC-GIVES is not a tax-exempt 501(C)(3) organization.

There currently is no single entity in our region that formally oversees a comprehensive approach to the gang problem. Law enforcement agencies are utilizing their current available resources to address suppression as effectively as possible.

There are some single organizations attempting to individually deal with various aspects of the prevention, intervention and reintegration efforts. While well intentioned and doing good work in their own right, these efforts are compartmentalized and not well coordinated. By proposing this plan TC-GIVES, with representatives from many of these disciplines, attempts to create a formalized central point of coordination for prevention, intervention and reintegration efforts.

#### **2. Is a comprehensive effort really needed?**

Local law enforcement, prosecutor offices, juvenile justice and adult Department of Corrections have a long history of coordinated gang suppression efforts in our bi-county community. But, as research<sup>3</sup> has shown, suppression efforts are most effective when complemented and balanced with prevention, intervention and reintegration options for

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<sup>2</sup> Over 100 people from throughout Benton and Franklin counties participated in the initial meeting. Participants represented city and county governments, law enforcement agencies, juvenile justice, courts, educators, civic organizations, charitable organizations, faith-based organizations, and individual community leaders. Their attendance was spurred by their interest and concern around the gang issue.

Community interest in the gang problem was again measured when about 250 law enforcement officers, educators, prosecutors, juvenile justice workers and other community leaders attended a presentation on May 20, 2011 in Kennewick by Al Valdez, a professor at the University of Irvine who travel the nation speaking of the gang problem.

<sup>3</sup> Howell, 2010

youth and families. Current data indicates the need to create a comprehensive, community-based response to our gang activity that focuses not only on providing services and interventions to gang involved youth, but also the necessity of placing a heavy focus on increasing the social and human capital of our communities.

### **3. Is there really a gang problem in this area?**

One only needs to read, listen or watch the daily news to know that there is a gang problem in our area. Gang-related assaults and drive-by shooting are reported weekly. But let's see what the statistics tell us.

#### Gang Members and Activities

- Data provided by law enforcement indicates that in Benton/Franklin Counties there are an estimated 1,000 adult and juvenile gang members or associates<sup>4</sup>. Law enforcement gang experts advise that this number is most likely greatly under reporting the true amount of gang members in this area.
- A recent “snapshot”<sup>5</sup> produced in November 2010 indicated the Benton/Franklin Counties Juvenile Court had 498 youth on probation. This number is consistent with the average daily probation population found throughout the year. Of these youth on probation, 112 were documented as gang involved.

Another “snapshot” taken during this same time frame revealed that of the 27 youth in detention, 18 were identified gang members. These gang-involved youth had an average of eight probation violations each. Their criminal histories were extensive, with a total 25 felony and 103 misdemeanor convictions among them.

- The 2008 National Youth Gang Survey found that communities with populations under 250,000 actually witnessed a significant decrease in gang related activity (OJJDP, 2010). Local data provided by the Pasco Police Department, for their city, highlights a reverse trend for our area. Both shootings and violent crimes have risen significantly since 2007.
  - 2006-2007: Violent Gang Crimes: 15 Shootings: 1
  - 2007-2008: Violent Gang Crimes: 33 Shootings: 4
  - 2008-2009: Violent Gang Crimes: 43 Shootings: 8
  - 2009-2010: Violent Gang Crimes: 32 Shootings: 16

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<sup>4</sup> To be listed as a gang member or associate, a person must meet the definition identified in RCW 9A.94.030. Of the 1,000 members identified, 85% are adults and 15% are juveniles.

<sup>5</sup> The Benton/Franklin Counties Juvenile Court utilizes an internal database system entitled the Juvenile Tracking System (JTS). JTS contains an exhaustive amount of data related to criminal and civilly involved youth and families in the juvenile justice system. Within this system, “snapshots” of current court activity can be produced.

- In a recent community needs assessment<sup>6</sup>, respondents were asked “What are the biggest challenges facing youth under 18 in your community?” Latino adults and youth both identified gangs and gang activity as the biggest pressing issue.
- Don’t be misled into believing this is “just a Pasco or Franklin County problem.” Of the 112 gang-involved youth on probation in November 2010, every city was represented. And the point should again be re-emphasized; gangs do not worry about jurisdictional boundaries, nor should we.

The use of weapons in the commission of gang related crimes is on the rise in our region. In the past two years there have been 121 violent gang crimes *across our two counties*.

According to law enforcement intelligence, each of the identified major criminal gangs in the Mid-Columbia region are now classified as violent drug organizations. This truly is a regional problem.

- Graffiti is another strong indicator of the presence and activity of gangs. Over the past two years there have been 2,107 incidents of gang graffiti across Benton and Franklin Counties.

### Community Risk Factors and Indicators

There are documentable community risk factors and indicators that may encourage or play a part in youths becoming involved in gangs. These undoubtedly contribute to the number of current gang members in our area. But more importantly, these factors and indicators represent the environment that may be breeding future gang members.

- Unemployment rates have a direct effect on the youth in a community. The state’s average unemployment rate is 6.4%. In Franklin County, it is 9.5%<sup>7</sup>. For Benton County it is 7.1%<sup>8</sup>. Franklin County is considered economically distressed per federal guidelines.
- In Washington State, 6.5% of children under the age of 18 live in extreme poverty. Franklin County has the second highest rate of extreme poverty in the state (12%). Benton County youth also experience extreme poverty with 8.8%.

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<sup>6</sup> Conducted for the Benton/Franklin Counties Juvenile Court by the University of Washington

<sup>7</sup> Office Financial Management, December 2010

<sup>8</sup> Office Financial Management, December 2010

- Research<sup>9</sup> shows that youth are at “higher risk of joining a gang if they engage in delinquent behaviors, are aggressive/violent, . . . have many problems at school . . . or live in communities where they feel unsafe.”
  - Youths per 1,000 arrested for criminal offenses<sup>10</sup>: State average; 50 per 1,000, Benton County; 92 per 1,000, Franklin County; 86 per 1,000.
  - Benton County ranked<sup>11</sup> third in the state for juvenile drug abuse violation arrest rates with 926 youth arrested per 100,000.
  - Eighth graders reporting<sup>12</sup> drinking alcohol: State average; 16%, Franklin County; 24%, Benton County; 17%
  - Students reporting carrying a weapon to school in the last 30 days: State average; 5%, Franklin County; 9% of eighth graders. In addition, 41% of Benton County eighth graders report a strong availability of handguns in their community.
  - Sixth graders reporting being involved in six or more fights in the last 12 months: State average; 5%, Franklin County; 9%, Benton County; 7%.
  - Of the eighth graders in Franklin County, 55% were at risk for academic failure given their low commitment as indicated by course interest, importance of learning, and grades, and 39% report low neighborhood attachment.

#### **4. Why can't a comprehensive plan be enacted without resorting to the recommendations made in this proposal?**

The State of Washington has experienced severe economic downturn resulting in a \$5.5 billion deficit. This has resulted in budget reductions across many different social service agencies, including the juvenile court system, mental health, substance abuse and Juvenile Rehabilitation Administration. These reductions have created a situation whereby youth and families are left to navigate very limited services in the community. In a recent local community needs assessment survey<sup>13</sup>, Latino parents expressed frustration not only about the lack of necessary services for their families, but also the institutional barriers that exist in our community, that prohibit them from seeking services. Franklin County was recently designated the first “minority/majority” county in the state, with 82% of the youth population being Latino.

Nationally recognized gang expert Dr. Al Valdez, speaking in Kennewick in May 2011, stated “ . . . if adults are trying to convince kids to dump gangs or not to join them, then

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<sup>9</sup> Howell, Office Juvenile Justice Delinquency Prevention, 2010 gang research and program evaluations

<sup>10</sup> Kids Count Data, 2008

<sup>11</sup> Department Social and Health Services, 2009

<sup>12</sup> 2008 Healthy Youth Survey (RMC Research Corporation; Portland, Oregon) administered to sixth and eighth graders in all participating middle schools

<sup>13</sup> Conducted for the Benton/Franklin Counties Juvenile Court by the University of Washington

they need to offer them something else. . . violence is a learned behavior and how poverty, racism and bias are factors that lead people to join gangs. It's going to take a community effort.”<sup>14</sup>

As Dr. Valdez points out, it is going to take a community-wide effort. He recognized our area is ahead of most other cities for the collaboration efforts, and that the collaboration has a chance of making a major contribution in saving lives.

However, the reality of the situation is that a comprehensive approach outweighs the current availability of the time that has been volunteered towards this effort thus far. There is a need for formalized central coordination to accomplish these efforts. Continued collaboration is needed. But financial support is a critical component in moving forward.

## **5. How will central coordination be achieved?**

There are a number of community, social and faith-based organizations that currently provide services to at-risk youth and their families. TC-GIVES has already compiled a list<sup>15</sup> of many of these organizations and their services. Some provide services that deal with prevention, intervention and reintegration efforts. But, as previously mentioned, these efforts are compartmentalized and not well coordinated. There is no single phone number or organization that the family of an at-risk youth can call for help, and be directed to multiple organizations that may be best suited to aid them.

This proposal does not attempt to duplicate services already offered. What it does do is attempt to create a single point of contact, or “one-stop shopping” for families in need of helping their at-risk youth. It is also designed to target specific at-risk youth in an attempt to provide them with *existing services* that may help them leave the gang life style.

The details outlined in Section B of this proposal identify specific recommendations to create formal structure for central coordination of prevention, intervention and reintegration efforts.

## **6. Won't financial support for this proposal take away potential monies for suppression efforts?**

TC-GIVES recognizes that one of city and county government's fundamental responsibilities is to safeguard its citizens. The primary means of achieving this is through suppression efforts by law enforcement agencies. As we have already acknowledged, our local law enforcement agencies are utilizing their current available

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<sup>14</sup> Tri-City Herald, May 21, 2011, pages B1-2.

<sup>15</sup> TC-GIVES has identified at least 134 specific agencies, organizations or groups that could be available to aid at-risk youth and their families.

resources as effectively as possible. These agencies will need continued, or even increased, funding to continue their efforts.

We are not attempting to vie for dollars that should be earmarked by city and county governments for law enforcement purposes. That is why we are also asking for financial support from organizations in the education field, charitable organizations, community groups, private businesses, and perhaps individual supporters. We do not expect, nor should it be, that city and county governments be solely responsible for funding this proposal. But we hope city and county governments are willing to go beyond a one dimensional plan that involves funding only suppression efforts. Financial support for a comprehensive plan is needed to have the most effective, long-lasting results.

## **Section B: Comprehensive Plan**

### **1. Purpose and Goals**

TC-GIVES believes that any plan to deal with the gang problem should counter three areas that are promoted in gang activity:

- Violence and criminal activity.
- Disruption of the education process, and subsequent impact.
- Negative peer modeling, which creates future gang members.

In researching the best way to address the gang problem, TC-GIVES supports a national anti-gang model that involves:

- Prevention: Identifying community and social resources available to aid families whose members are contemplating entering the gang lifestyle, and help prevent them from becoming involved. Help establish a support system for the family.
- Intervention: Aiding families whose members have become involved in gangs. Focus community and social resources to help intervene in an effort to persuade them to leave the gang lifestyle, and support the family during the process.
- Suppression: The identification, arrest, prosecution and sentencing of gang members who commit criminal violations. Seek appropriate sentencing enhancements when proper and available.
- Reintegration: Identify community, social, job and education resources for those gang members who have served their sentence and are re-entering the community. Help establish a support system to aid them from again becoming an active gang member.

TC-GIVES believes the following principles should guide this plan:

- The community and involved agencies shall partner to positively impact the lives of youth in Benton and Franklin Counties via targeted prevention and intervention activities.
- Hold youth accountable for their actions.
- Facilitate the re-entry of youth into the community through education, employment, and mentoring opportunities.

From these principles, four goals have been established:

1. Reduce criminal gang activity in targeted areas.
2. Increase awareness and involvement of community members in targeted neighborhoods around gang reduction efforts.
3. Increase school success and academic performance for targeted youth.
4. Prevent children, youth and at-risk youth from gang involvement, and assist gang involved youth to leave the gang lifestyle.

## **2. How to Measure Success**

No plan should be implemented without a means of gauging its level of success or failure. This plan recommends establishing the following standards:

- Use data to identify neighborhoods that have the most at-risk youths for gang involvement. The neighborhoods will be selected by the Executive Board in conjunction with the Program Director. [Identifies the targeted areas for Goals 1-4.]
  - The number of neighborhoods should be reasonable based upon available program resources. The number shall be determined by the Executive Board in consultation with the Program Director.
- Work with the respective law enforcement agency, for the jurisdiction where the neighborhoods are located, to track reported criminal activity. Include identified gang members in those neighborhoods. Work with Juvenile Probation to obtain necessary data. [Measurement of Goals 1 and 4.]
  - Identify crime statistics for the respective neighborhoods prior to program implementation.
  - Track crime statistics for the respective neighborhoods after the program has been implemented, based upon time intervals determined by the Executive Board in consultation with the Program Director.
  - Identify the number of targeted youth who reoffend.

- Determine if there is a change in probation violations or recidivism for the youth in the respective neighborhoods.
- Conduct surveys in the respective neighborhoods to identify the resident's awareness and involvement of gang reduction efforts. [Measurement of Goal 2.]
  - Conduct a survey prior to program implementation.
  - Conduct follow-up surveys based upon time intervals determined by the Executive Board in consultation with the Program Director.
- Track the services provided. [Measurement of Goals 2 and 4.]
  - Number of training requests, and training provided.
  - Number of materials developed.
  - Number of Street Outreach Worker contacts.
  - Number of community meetings held.
  - Number of treatment and intervention plans created for youth and families.
  - Number of youth matched to mentors.
  - Number of youth completing tutoring services.
- Work with schools attended by the targeted youth to measure attendance, academic achievement, and social interaction for those youth. [Measurement of Goal 3.]
  - Obtain this data for the youth prior to program implementation.
  - Periodically obtain this data on time intervals determined by the Executive Board in consultation with the Program Director.

The Program Director shall provide periodic reports to, and as determined by, the Executive Board.

### **3. Program Positions and Definitions**

This proposal contains the following program positions and definitions.

#### **a. Executive Board**

The Executive Board is comprised of a representative from each organization that financially contributes to this plan. Each organization is responsible for appointing their respective representative.

Each organization shall have a single vote (see Voting Members and Non-Voting Members below). Majority votes shall rule.

The Executive Board shall have ultimate control and authority over this plan and its programs. This includes the hiring and termination of the Program Director and all other paid positions, in conjunction with the Administrative Agency.

The Board has the right to terminate relationships with any organization, group or persons that serve in a volunteer or non-paid position.

The Board shall make final decisions on plan or program related issues or questions.

The Executive Board shall meet at least quarterly, but may meet as often as it deems necessary.

Executive Board Member's respective organizations are required to sign and abide by the Inter-Local Agreement governing this plan and its programs.

(1) Voting Member: The Executive Board may establish a threshold for financial contributions that separate Voting Members from Non-Voting Members. Only votes from Voting Members shall be cast on Board decisions.

(a) For example: The Board may decide that an organization that contributes \$500 may not deserve a vote on matters that an organization that contributes \$20,000 should. The Board may elect to establish a \$5,000 threshold. Those organizations that contribute \$5,000 or more would be considered a Voting Member. Those contributing less than \$5,000 would be considered a Non-Voting Member.

(2) Non-Voting Member: The representative from an organization that makes a financial contribution to this plan and its programs, but does not meet the financial threshold established by the Board to be a Voting Member. Non-Voting Members may contribute discussion on Board related issues, but they shall not cast a vote on Board decisions.

(3) Executive Board Chairperson: Annually the Executive Board shall vote on a Chairperson to schedule and preside over its meetings. The Chairperson shall be from a Voting Member organization, and may cast a vote on issues before the Board.

(4) Financial Officer: Annually the Executive Board shall vote on a Financial Officer to oversee the finances concerning this plan and its programs. The Financial Officer may be from a Voting or Non-Voting Member organization, but may cast a vote on issues before the Board

only if a Voting Member. The Financial Officer shall provide a year-end report to the Executive Board on all finances related to this plan and its programs.

b. Advisory Board

The Advisory Board is comprised of a representative from each organization that contributes in-kind services, staff, or facilities that are involved in this plan or its programs. The Executive Board shall make final decisions if there is a dispute as to whether an organization or person should be seated as an Advisory Board Member.

The Advisory Board may provide input to the Executive Board as requested by the Executive Board. Or the Advisory Board may provide input to the Executive Board on its own volition as it deems necessary.

The TC-GIVES Chairperson shall be a member of the Advisory Board.

Input to the Executive Board is only advisory in nature. The Advisory Board shall have no voting rights with the Executive Board.

(1) Advisory Board Chairperson: Annually the Advisory Board shall decide upon a Chairperson to schedule and preside over its meetings. The Chairperson shall provide input to the Executive Board on behalf of the Advisory Board.

c. Program Director

The Program Director is a paid full-time position that reports directly to the Executive Board. An Administrative Agency (see below) will handle the Program Director's payroll. The Executive Board shall determine the salary and specifics of how the Program Director shall be carried by the Administrative Agency (i.e. consultant or full-time employee).

The Director shall provide reports and information, including financial reports or documentation, to the Executive Board as directed.

The Director shall identify facilities to be used by staff members.

The Director shall oversee and have authority and responsibility for the daily operations of this plan and its programs. Some of these daily operations may include, but are not limited to:

- Be responsible for meeting program goals, objectives and strategies.

- Identify and work in cooperation with any organization, group or individual that may be needed to achieve goals, objectives and strategies of this plan or its programs.
- Administrate and supervise the Administrative Assistant, Street Outreach Workers, and any other paid position that is a part of this plan or its programs.
- Oversee necessary research and work with the Research Partner.
- Oversee and be responsible for any media campaign, and work with the Media Campaign Partner.
- Oversee the Gang Intervention Team (GIT). Schedule GIT meetings and preside over its meetings.
- In partnership with area schools, law enforcement, and other community or social organizations, provide community workshops and training to increase community and business awareness about gangs, and to provide for a forum to collect concerns, challenges and solutions.
- Attend and participate in Executive Board meetings, Advisory Board meetings, and any other meeting that is pertinent to achieving the goals, objectives and strategies of this plan or its programs.

The qualifications for, and desired knowledge and skill of, the Program Director includes:

- Minimum of a Bachelor's degree in social sciences, criminal justice, law and policy or other related field. A Master's degree is preferred.
- Three years of progressive supervision and management experience in social service field, including directing personnel, management, and budgeting.
- Familiarity with local agencies schools, social services, law enforcement, courts and corrections, local units of government, and community groups or organizations.
- Knowledge of principles and practices of budget preparation.
- Knowledge of principles and practices of goals, objective, strategies, and strategic planning.
- Knowledge or principles of supervision, training, and performance evaluations.
- Basic understanding of gang prevention, intervention, reintegration, and other gang-related activities.
- Basic understanding of statistical principles and data analysis.
- Network effectively with various types of organizations, including government agencies, law enforcement agencies, schools, social service agencies, court/probation/corrections, and community organizations.

- Possess organization, administration, and personnel management skills.
- Work effectively with key community leaders and residents, diverse population groups, and youth.
- Work with high-risk, gang-involved populations.
- Interpret and apply federal, state, and local policies, procedures, laws and regulations.
- Analyze problems, identify alternate solutions, project consequences of proposed actions, and implement recommendation in support of goals, objectives and strategies.
- Gain cooperation and collaboration through discussion and persuasion.
- Exercise judgment regarding appropriate information sharing, confidentiality requirements, and human relations.
- Assist in the selection of project staff and train, supervise and evaluate staff.
- Communicate clearly and concisely, both orally and in writing.
- Set priorities and work independently in the absence of supervision.
- Use word processing and spreadsheet software (MS Word, Excel).  
Knowledge of statistical software packages (i.e. SPSS or SAS) preferred.

d. Administrative Assistant

The Administrative Assistant is a paid position that reports directly to the Program Director. An Administrative Agency (see below) will handle the Administrative Assistant's payroll. The Executive Board shall determine the salary and specifics of how the Administrative Assistant shall be carried by the Administrative Agency.

The Administrative Assistant's duties and responsibilities include, but are not limited to:

- Handling clerical duties.
- Answering phones.
- Make referrals to appropriate community or social organizations or groups.
- Use word processing and spreadsheet software (MS Word, Excel).
- Working well with various individuals, groups and organizations, to include volunteers.
- Work with at-risk and gang-involved youth.
- Track organization finances and prepare financial reports.
- Handle other duties and tasks assigned by the Program Director.

e. Research Partner

The Research Partner should be a university, college or other education-based organization that volunteers students to conduct research projects necessary for this plan or its programs. The Research Partner will work directly with, and at the request of, the Program Director.

f. Media Campaign Partner

The Media Campaign Partner should be a university, college or other education-based organization that volunteers students to help create, and deliver, media campaigns to targeted neighborhoods and at-risk youth. The Program Director will be ultimately responsible for development of the media campaign. The Media Campaign Partner will work directly with, and at the request of, the Program Director.

g. Gang Intervention Team (GIT)

The Gang Intervention Team (GIT) will work with the Program Director to target at-risk youth in need of intensive case management and supervision. The group will primarily provide in-kind services, and will meet bi-weekly. They will be responsible for accepting referrals and creating intervention plans that are matched to the youth and family.

The GIT will include, but not be limited to, the following:

- Law enforcement representatives,
- Benton/Franklin Counties Juvenile Court probation staff,
- Benton and Franklin County Prosecutors Office,
- Mental health and substance abuse personnel,
- School officials,
- Work Source (job placement),
- Street Outreach Workers,
- Department of Social and Health Services,
- Faith-based community representative (such as Victory Outreach and other identified neighborhood based churches),
- Latino Community Leaders Group representatives,
- Power Zone (youth serving tutoring and support grassroots agency).

h. Street Outreach Workers

Street Outreach Workers are paid personnel who are bi-lingual and bi-cultural that report directly to the Program Director. An Administrative Agency (see

below) will handle their payroll. The Executive Board shall determine the salary and specifics of how they shall be carried by the Administrative Agency.

The Street Outreach Workers will build relationships with at-risk youth and their families. They will be involved in prevention, intervention and reintegration as assigned by the Project Director.

i. At-Risk and Gang Involved Advisory Group

The At-Risk and Gang Involved Advisory Group are volunteer at-risk youths or youths currently, or formerly, involved in gangs. Their purpose is to provide input to the Program Director to help make this plan or its programs as pertinent as possible to at-risk and gang-involved youths. They may be particularly helpful in determining media campaign strategies.

This group may provide input to the Executive Board and/or Advisory Board as requested by the respective Boards.

j. Administrative Agency

The Executive Board shall identify an Administrative Agency to handle the payroll for paid staff members. The Administrative Agency shall be a Voting Member Agency. In conjunction with the Administrative Agency, the Executive Board shall determine the pay wages, and how staff will be classified by the Administrative Agency. Paid staff members for this program will follow the employment rules of, and have the same employee rights offered by, the Administrative Agency.

k. Inter-Local Agreement

The Inter-Local Agreement shall be a legally binding contract signed by any organization, group, or individual, paid or volunteer, that provides financial support, in-kind services, staff or facilities for this plan or its programs.

Signees shall agree to abide by the condition of the Inter-Local Agreement, which shall incorporate this proposed plan.

The Inter-Local Agreement will be prepared by a representative from the Benton or Franklin County Prosecutors Office.

#### **4. Program Options**

It is difficult to recommend parameters of a specific program without knowing the amount of available funding. Consequently the following program options, with financial estimates,<sup>16</sup> are offered based upon the amount of available funding.

##### Option 1: Minimal Funding (Funding Range from \$86,300 to \$135,147)

- Creation of an Executive Board. See Section B3a. Financial Impact: \$500 annually for supplies and materials (i.e. notebooks, printing, basic office supplies).
- Creation of an Advisory Board. See Section B3b. Financial Impact: \$500 annually for supplies and materials.
- Creation of a Gang Intervention Team (GIT). See Section B3g. Financial Impact: \$500 annually for supplies and materials.
- Creation of an At-Risk and Gang Involved Advisory Group. See Section B3i. Financial Impact: \$500 annually for supplies and materials.
- Creation of a full-time Program Director. See Section B3c. Financial Impact: Anticipated minimum of \$64,000 to a maximum of \$77,000 annually, depending upon qualifications and as determined by the Executive Board. There may be a possible benefits package of \$26,852 (2011 figure) based upon payroll status as determined by the Executive Board and Administrative Agency.
- Creation of a part-time (20 hrs/week) Administrative Assistant. See Section B3d. Financial Impact: \$20,300 annually. There may be a possible benefits package of \$8,995 (2011 figure) based upon payroll status as determined by the Executive Board and Administrative Agency.
- Identification of a minimal number of targeted neighborhoods and youths for specific programs. The age group for targeted youths will be most restrictive (i.e. ages 12-14) due to limited resources. Specific details to be determined by the Executive Board in conjunction with the Program Director.

##### Option 2: Moderate Funding (Funding Range from \$136,059 to \$193,811).

All the items mentioned in Option 1, plus:

- Upgrading the Administrative Assistant to a full-time position. Financial Impact: \$40,599 (total salary cost) annually. There may be a possible benefits package of \$17,900 (2011 figure) based upon payroll status as determined by the Executive Board and Administrative Agency.

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<sup>16</sup> The cost estimates listed for this proposal were taken from the original federal grant application. The Program Director position is the equivalent of a Benton County employee step 19I. The Administrative Assistant position was also obtained from the Benton County employment schedule.

- Creating two (2) part-time (20 hrs/week each person) Street Outreach Workers See Section B3h. Financial Impact: \$24,960 (\$12.00 per hour) annually.
- Creation of a Research Partner. See Section B3e. Financial Impact: \$4,500 annually.
- Increase the number of targeted neighborhoods and youths for specific programs. Increase the age group for targeted youths (i.e. ages 10 to 15).

Option 3: Premium Funding (Funding Range from \$164,019 to \$221,771).

All the items mentioned in Option 2, plus:

- Upgrading to a total of four (4) part-time (20 hrs/week each person) Street Outreach Workers. Financial Impact: \$49,920 (total salary cost) annually.
- Creation of a Media Campaign Partner. See Section B3f. Financial Impact: \$3,000 annually.
- Increase the number of targeted neighborhoods and youths for specific programs. Increase the age group for targeted youths (i.e. ages 10 to 18).

Refer to the table on the next page for financial details of the different options.

Financial Details:

Item	Minimal Cost	Maximum Cost	Additional Costs	Comments
<b>Option 1</b>				
Executive Board	\$500	\$500		Supplies and materials
Advisory Board	\$500	\$500		Supplies and materials
Gang Intervention Team	\$500	\$500		Supplies and materials
At-Risk Advisory Group	\$500	\$500		Supplies and materials
Director	\$64,000	\$77,000	\$26,852 (Benefits)	Range and benefits to be determined by Executive Board
Assistant	\$20,300	\$20,300	\$8,995 (Benefits)	Benefits to be determined by Executive Board
<b>Option 1 Total Costs</b>	<b>\$86,300</b>	<b>\$135,147</b>		<b>Maximum includes all potential benefits</b>
<b>Option 2</b>				
Executive Board	\$500	\$500		Supplies and materials
Advisory Board	\$500	\$500		Supplies and materials
Gang Intervention Team	\$500	\$500		Supplies and materials
At-Risk Advisory Group	\$500	\$500		Supplies and materials
Director	\$64,000	\$77,000	\$26,852 (Benefits)	Range and benefits to be determined by Executive Board
Assistant	\$40,599	\$40,599	\$17,900 (Benefits)	Benefits to be determined by Executive Board
Street Outreach Workers	\$24,960	\$24,960		
Research Partner	\$4,500	\$4,500		
<b>Option 2 Total Costs</b>	<b>\$136,059</b>	<b>\$193,811</b>		<b>Maximum includes all potential benefits</b>
<b>Option 3</b>				
Executive Board	\$500	\$500		Supplies and materials
Advisory Board	\$500	\$500		Supplies and materials
Gang Intervention Team	\$500	\$500		Supplies and materials
At-Risk Advisory Group	\$500	\$500		Supplies and materials
Director	\$64,000	\$77,000	\$26,852 (Benefits)	Range and benefits to be determined by Executive Board
Assistant	\$40,599	\$40,599	\$17,900 (Benefits)	Benefits to be determined by Executive Board
Street Outreach Workers	\$49,920	\$49,920		
Research Partner	\$4,500	\$4,500		
Media Campaign Partner	\$3,000	\$3,000		
<b>Option 3 Total Costs</b>	<b>\$164,019</b>	<b>\$221,771</b>		<b>Maximum includes all potential benefits</b>

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 11/22/11 <b>Subject:</b> Drug Courts <b>Prepared by:</b> Pat Austin and Sharon Paradis <b>Reviewed by:</b> David Sparks <p style="text-align: center;"><b>Keith Mercer</b></p>	<b>Execute Contract</b> _____ <b>Pass Resolution</b> ___ X ___ <b>Pass Ordinance</b> _____ <b>Pass Motion</b> ___ X ___ <b>Other</b> _____ 	<b>Consent Agenda</b> _____ <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> ___ X ___ 

**BACKGROUND INFORMATION**

**Drug Courts** – During the 2011/2012 bi-ennial budget process both the Juvenile and Adult Drug Courts were funded for only the 2011 calendar year at a reduced level of service. Currently the Juvenile Drug Court serves 12 individuals and the Adult Drug Court serves 30 individuals.

The cost of the 2012 Adult Drug Court is estimated at \$129,975.00 for the 30 person adult drug court. Criminal Justice Treatment Funds and participant fees would reduce the actual cost of the 2012 Adult Drug Court to an anticipated \$78,838 (Benton County - \$57,433 / Franklin County - \$21,405) (see attached.) **Please note that Franklin County has agreed to fund the Adult Drug Court for the 2012 calendar year.**

The cost of the 2012 Juvenile Drug Court is estimated at \$75,338 for the 12 person juvenile drug court (see attached.) To date Franklin County has not included the Juvenile Drug Court in their 2012 budget.

**SUMMARY**

See "Background Information".

**RECOMMENDATION**

Authorize the Court to proceed with a line item transfer for funding for the 2012 Juvenile and Adult Drug Courts.

**FISCAL IMPACT**

2012 Adult Drug Court – Benton County Share – approximately \$57,433

\*(Additionally, the Superior Court is expecting a cost savings under the Adult Drug Court budget in the approximate amount of \$10,000 which could be carried over to 2012 to off-set the 2012 costs.

2012 Juvenile Drug Court – Benton County - \$75,338

**MOTION**

Move to approve Resolution No. \_\_\_\_\_ approving a line item transfer from Department 115, Election Reserve to Department 138, Adult Drug Court and Juvenile Drug Court for calendar year 2012.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 138.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Commissioners; Auditor; File, Superior Court, Juvenile

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Nbr: 115

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept. 115

TRANSFER TO: Dept. 138

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	
597.100	9909	Election Reserve	\$205,313	512.213	1496	Drug Court Case Mgr.	\$53,970	
				512.213	1542	Receptionist/Secretary	15,120	
				512.213	2102	Social Security (FICA)	5,285	
				512.213	2103	Medical Insurance	10,127	
				512.213	2104	Retirement	6,249	
				512.213	3101	Office Supplies	500	
				512.213	4102	Contract Services	10,560	
				512.213	4103	Professional Services	2,500	
				512.213	4163	Sup Crt Indigent Defense	24,720	
				512.213	9908	Accumulated Leave	944	
				<b>Total Adult Drug Court</b>				<b>129,975</b>
				527.401	1605	Counselor II	25,353	
				527.401	2102	Social Security (FICA)	1,940	
				527.401	2103	Medical Insurance	4,362	
				527.401	2104	Retirement	2,293	
				527.401	3101	Office Supplies	2,750	
				527.401	4101	Legal Services	14,700	
				527.401	4103	Professional Services	18,046	
				527.401	4131	Security	5,450	
				527.401	9909	Accumulated Leave	444	
				<b>Total Juvenile Drug Court</b>				<b>75,338</b>
<b>GRAND TOTAL</b>				<b>GRAND TOTAL</b>				<b>205,313</b>

EXHIBIT "A"

**Explanation:** Line item transfer requested to fund the Superior Court Adult Drug Court and Juvenile Drug Court for 2012. The Drug Court programs were only funded for 2011 due to the programs being bi-county. Franklin County has included the Adult Drug Court in their 2012 budget and approval of this line item transfer would provide 2012 funding for the Benton County participants in the Adult Drug Court. Juvenile Drug Court is Benton County

Prepared by: Patricia Austin, Superior Court Administrator

Date: November 10, 2011

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**2012 ADULT DRUG COURT COSTS/REVENUE**

The 2012 Adult Drug Court budget requested \$ 129,975.00

The 2012 **anticipated** revenues are:

Participant fees	\$ 20,000.00
Criminal Justice Treatment Acct. Funds	\$ 31,137.00**
** (State may reduce this amount)	<u>\$ 51,137.00</u>

Amount to be funded by counties after revenue has been applied	FC = \$ 21,405
	<u>BC = \$ 57,433</u>
	\$ 78,838

\*(Additionally, the Superior Court is expecting a cost savings under the 2011 Adult Drug Court budget in the approximate amount of \$10,000, which could be carried over to 2012 to off-set the 2012 costs.

**Pat Austin - The Circle of Hope voted to donate \$1,000 a piece to the Adult Drug Court and Juvenile Drug Court for incentives and other expenses incurred by drug court(i.e drug court graduation expenses)**

---

**From:** Andy Miller  
**To:** Jennifer Bowe; Marshall Pickett; Megan Bredeweg; Pat Austin; Ronald ...  
**Date:** 11/8/2011 4:06 PM  
**Subject:** The Circle of Hope voted to donate \$1,000 a piece to the Adult Drug Court and Juvenile Drug Court for incentives and other expenses incurred by drug court(i.e drug court graduation expenses)  
**CC:** Carrie Runge; Jerri Potts; Norma Rodriguez; karyn.oldfield@co.benton....

The Circle of Hope voted to donate \$1,000 a piece to the Adult Drug Court and Juvenile Drug Court for incentives and other expenses incurred by drug court(i.e drug court graduation expenses)

What would be the best way to handle this book keeping wise?

# **TRI-CITIES POLICE CHIEFS AND SHERIFFS**

Connell – Kennewick - Pasco – Prosser - Richland – West Richland – Benton County – Franklin County

September 28, 2011

Benton County Board of Commissioners  
P.O. Box 190  
Prosser, WA 99350

Franklin County Board of Commissioners  
1015 N. 4<sup>th</sup> Avenue  
Pasco, WA 99301

Re: Adult and Juvenile Drug Court Sustainability

Dear Commissioners:

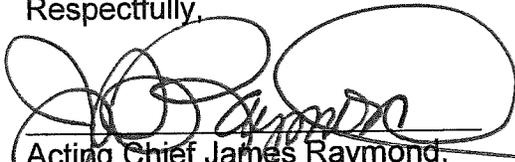
This letter is to advise you that the local Tri-Cities Police Chiefs, Sheriffs and Prosecutors support continued funding of the Adult and Juvenile Drug Court Programs serving both Benton and Franklin Counties.

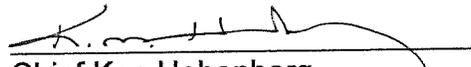
As you are aware, federal and state funding for this program will not be available for the 2012 budget year. We believe the Adult and Juvenile Drug Courts offer many benefits to the communities they serve in treating the addictions of the participants and returning these individuals to the community as active contributing members of society. Families are reunited, drug free babies are born, and participants are educated and gainfully employed in the community saving the communities thousands of dollars each year and drastically reducing recidivism.

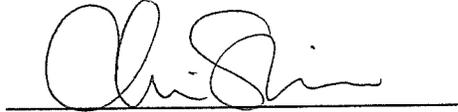
The Chiefs and Sheriffs have taken an active role in sustaining the Adult Drug Court and have pledged to staff the drug court team and provide tracking services for the drug court program. They are fully supportive of the intensive supervision and accountability that occurs with participants in both Adult and Juvenile Drug Courts. Both prosecutors support the Drug Courts. A deputy prosecutor is a member of each of the drug court teams and a deputy prosecutor approves all adult and juvenile criminal defendants who are placed into drug court.

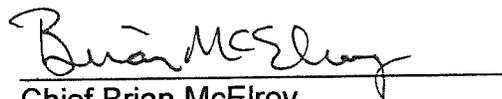
We all understand how loss of grant money can hurt services to our community, however, we believe that programs that are as successful as the Adult and Juvenile Drug Courts should take priority, especially when the community benefits so greatly. The Prosecutors of both Benton County and Franklin County and the Superior and Juvenile Court Administrators are continuing their work with the court and legislators to secure state funding for the drug courts. We ask that you place Adult and Juvenile Drug Court as a priority in your budget for 2012 and assist us in our efforts to secure state funding for the program.

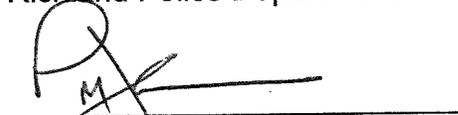
Respectfully,

  
Acting Chief James Raymond,  
Pasco Police Department

  
Chief Ken Hohenberg,  
Kennewick Police Department

  
Chief Chris Skinner,  
Richland Police Department

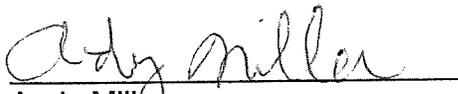
  
Chief Brian McElroy  
West Richland Police Department

  
Chief Pat McCullough,  
Prosser Police Department

  
Chief Mike Kessler,  
Connell Police Department

  
Sheriff Steve Keane,  
Benton County Sheriff

  
Sheriff Richard Lathim,  
Franklin County Sheriff

  
Andy Miller,  
Benton County Prosecutor

  
Shawn Sant,  
Franklin County Prosecutor

C: Superior Court Judges  
Fred Bowen, Franklin County Administrator  
David Sparks, Benton County Administrator

Bent on County  
LAW & JUSTICE  
C O U N C I L

October 25, 2011

Board of County Commissioners

Benton County  
7122 W Okanogan Pl, Bldg A  
Kennewick, WA 99336

RE: Funding for Adult Drug Court program

Dear County Commissioners:

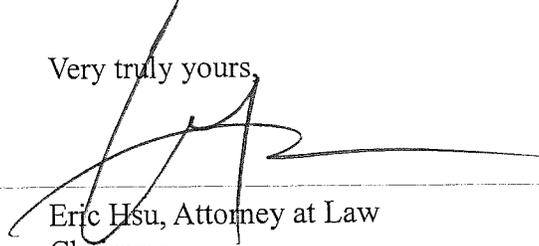
The purpose of this letter is to advise the Board that the Benton County Law & Justice Council strongly supports the adult drug court program serving Benton & Franklin Counties, and to ask the Board to consider the funding of this program as a high priority.

As the Board knows, criminal justice and public safety, collectively comprise probably the strongest mandate for local government, and certainly constitutes the largest portion of local government spending. Much of this spending is focused on improving public safety by *suppressing* crime (through the conventional process of arresting, prosecuting and incarcerating those who commit crimes). While there can be no doubt that good crime suppression efforts are of critical importance, many criminal justice observers, scholars and researchers are convinced that it cannot comprise the *only* solution. This is especially the case in the context of controlled substance offenses where socio-economic and addiction factors often collaborate to weave an ever-growing web of criminal activity that either feed on, or stem from these foundational factors.

The drug court program is unique in that it is one of the few tools available to local government that directly address these foundational factors creating the distinct possibility for its participants to leave their criminal lifestyle behind and becomes productive members of our community. In fact, just about everyone on the Council has, during the life of the drug court program in Benton & Franklin Counties, learned of specific success stories about drug court participants with each success story representing countless lives improved, crimes not committed, dollars not spent on criminal justice functions, and positive contribution to our community.

The tools found in the drug court program aren't currently available anywhere else in our local criminal justice system. The combination of success-oriented resources (treatment resources, family and mentor support, and vocational assistance, to name a few) and accountability (including potential jail time, regular meetings, and the supervision of a dedicated judge and oversight team) is unique to the program and is very complementary to our high functioning and hard working law enforcement efforts. It is for this reason that the Law & Justice Council believes that funding of the drug court program should be a high priority.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Eric Hsu', written over a horizontal line.

Eric Hsu, Attorney at Law  
Chairperson,  
Benton County Law & Justice Council

*Signing on behalf of the whole Council after  
a unanimously supported motion to support  
drug court at the September 20, 2011 meeting.*



# PASCO SCHOOL DISTRICT #1

New Horizons High School  
3110 W. Argent Road • Pasco, Washington 99301

Christy Rasmussen, Principal

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November 8, 2011

Dear Commissioners:

As the Principal of New Horizon High School I frequently witness the impact of drug use by students academically, emotionally and physically not only to them, but to their families and the greater community. Holding juveniles accountable for breaking laws is important to the safety of our community this, one cannot dispute. More pressing than the legal issues is the devastation to our community through the social issues created by drug users. A few of the issues that come to mind include: homelessness, illness, unemployment, burglary, domestic violence, and child abuse/neglect. Drug court, both juvenile and adult, offers a proactive, life solution to destructive addiction.

During the past 6 years I have had the opportunity to witness firsthand the value of juvenile drug court. More than seeing a student overcome addiction, is witnessing the social and emotional growth they make during the course of their drug court journey. The structure the of drug court process to meet the needs of the participants is crucial to its success; it takes time to make sustaining changes. The best way for me to explain the value of drug court is to tell a story which began when I was a Dean of Students at Hanford Middle School some 9 years ago. The young man in mind was 13 years old--his father had just been incarcerated for 7 years on drug charges, he was the middle child of three boys and he was ANGRY. His Mom was doing her best to provide a stable environment. He was the first student who I ever dealt with drunk at school, thus leading to his first minor in consumption charge. As he left middle school his troubles became compounded by cocaine and marijuana use then complicated by burglary charges. This was his foundation of legal issues. One would probably right him off to be just like his father....especially after he got kicked off drug court the first time. As luck would have it he was allowed back on drug court. Now, this young man who graduated from drug court holds a job as a manager of a local business, has completed some college and plans to continue on, paid cash for his car and maintains a healthy relationship with his girlfriend putting him on track for a bright future.

It's heartwarming when you see the smiling faces of students and their families who have been acknowledged for making positive changes in their life. In this time of tight budgets and near non-existence funding we need to look out ahead of us and fund those programs who have a proven record of success which will change the fabric of our communities to the better.

Regards,

Christy Rasmussen (Challender)