

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, October 25, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ October 18, 2011

Review Agenda

Consent Agenda

Auditor

a. Surplus of Personal Property

Commissioners

b. Adoption of Budget Policies and Procedures

Human Services

c. State Mental Health Agreement, BFCRUS-11/13-00, w/Greater Columbia Behavioral Health

d. Prepaid Inpatient Health Plan Agreement, BFCRUP-11-13-00, w/Greater Columbia Behavioral Health

e. Recovery Contract Amendment, #BENFR-MHBG-11/12-00, w/Greater Columbia Behavioral Health

f. Housing & Essential Needs Grant w/WA State Department of Commerce

g. Agreement, #11/13-SA-SCC-00 w/Somerset Counseling Center

h. Contract Amendment, #0963-68016-05, w/DSHS for Substance Abuse & Prevention Treatment

i. Agreement, #1163-35777, w/DSHS for Developmental Disabilities

j. Agreement, #11/13-SA-FSCCS-00, w/First Steps Community Counseling Services

Office of Public Defense

k. Excess Compensation for Indigent Defense Services for L Swinney

Parks

l. Contract w/Lindstrom Construction Co., LLC for Restroom Project @ Rattlesnake Mt Shooting Facility

Personnel

m. County Claim CC2011-23

n. County Claim CC2011-25

o. Contract w/Our Lady of Lourdes for Occupational Health Services

p. Designation of Employer Representative w/Penser NorthAmerica

q. Employee of the Month Award

Sheriff

r. Purchase Authorization from Crown Paper and Janitorial, Inc.

Superior Court

- s. National Adoption Day Proclamation
- t. Interagency Agreement w/St of WA Administrative Office of the Courts for Interpreter Expenses

Treasurer

- u. Amended Agreement w/Garda Cash Logistics for Armored Car Services
- v. Agreement w/Doxo, Inc. for Digital Property Tax Statements

9:05 AM Public Hearing

Ordinance on Civil Fees – Lt. R Plummer

Continued Vacation Unimproved Right of Way In Finley – S Schuetze

Scheduled Business:

Prosser Economic Development Quarterly Update – D Heintz

911 Memorandum of Understanding – J. Barber

WSU Extension Program Updates – M. Ophardt

Code Enforcement Update – S Brown

Executive Session:

3rd Quarter Litigation Update – R Brown

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 18, 2011, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Bryan Thorp, Public Works; Auditor Brenda Chilton; Jacki Lahtinen, District Court Administrator; Stuart Holmes, Auditor's Office; Treasurer Duane Davidson; DPA Ryan Brown; Sam Schneider, Erhiza Rivera, and Nick Kooiker, Treasurer's Office; Larry Moser, Public Works; Central Services Manager Randy Reid.

Approval of Minutes

The Minutes of October 11, 2011 were approved.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property

Commissioners

- b. Contract w/Design West Architects for Architectural and Engineering Services

Facilities

- c. Surplus of Personal Property

Human Services

- d. Appointment of H DeLeon as County-Designated Mental Health Professional

Public Works

- e. Authorization for Public Hearing on Six Year Road Program

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

Continued Public Hearing - Redistricting Plan

Loretta Smith Kelty gave a Powerpoint presentation outlining the proposed Commissioner Redistricting Plan.

Auditor Brenda Chilton said that after all redistricting plans were collected, her office would form new precinct lines to make sure they fell within district boundaries and then present a resolution for approval by the Board.

Commissioner Bowman requested they respond back to the League of Women Voters. Ms. Chilton said that she responded by email to Ms. Smith Kelty with the precinct information and Ms. Smith Kelty said she would pass it on to the League of Women Voters.

Testimony

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

MOTION: Commissioner Small moved to approve the Adoption of a Redistricting Plan for Commissioner Districts in Benton County as presented. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Doxo Payment Solutions Presentation

Duane Davidson discussed a new web based billing system where property tax statements would be replaced with digital images delivered to a taxpayers account at Doxo's website. From this platform, the taxpayer could generate E-payments to pay their property taxes electronically. It would reduce the amount of mailed property tax statements, saving charges for postage, supplies, and services. Additionally, would provide taxpayers with another paperless option to pay taxes and would require less time to process these payments compared to traditional payment processing methods.

He said he would bring to the Board on the next consent agenda if the Board agreed and added that Benton County would be the third county in the State to contract with this service in addition to Walla Walla and Chelan.

The Board agreed to add to the consent agenda next week.

Bonds

Mr. Davidson said the debt policy stated if there was an opportunity to call bonds that he should confer with the County Administrator. He said that based on the current interest rate, it would be highly advantageous to call the 2011 Justice Center bonds and that Mr. Sparks agreed it was a good idea. He said the call letter was ready to go; the Board agreed.

Public Works – 2012-2017 Road Program

Malcolm Bowie, Larry Moser, Steve Becken presented the 2012-2017 Road Program and briefly reviewed the following: Piert Road (not 100% financing) but very positive; RAP (Clodfelter and Locust Grove Roads) – funding secured; Nine Canyon Road (9 not yet secure – probably will apply for funding next); Travis Road – funding was discussed.

Commissioner Beaver said he wanted the Board to consider the BCES money (once it was returned) to be committed to this project. Commissioner Small said he would be asking Mr. Sparks to look at some options on this project and asked to table the discussion until next week. Mr. Sparks said the Board didn't have to decide today where the money would come from, only whether the Board wanted to make a commitment to fund the project.

Commissioner Beaver said he was in favor of finding some money. Commissioner Small said he wanted to postpone making a commitment until another week.

Executive Session – Pending Litigation

The Board went into executive session at 9:50 a.m. for approximately 10 minutes with DPA Ryan Lukson (via videoconference) to discuss pending litigation. Also present were David Sparks, Cami McKenzie, DPA Ryan Brown, Melina Wenner, and Loretta Smith Kelty. The Board came out at 9:52 a.m. Mr. Lukson said the Board took no action.

The Board briefly recessed, reconvening at 10:00 a.m.

Commissioner Assignment Update

Commissioner Small briefly discussed the Noxious Weed issue and the WCIP issue and thanked the team for keeping Benton County in good financial position and looking out to the future.

Commissioner Beaver reported on his YRWEB meetings in Yakima last week. He said the game plan was to move forward with the watershed plan and into the next phase. Additionally, he said he attended the Health District Finance meeting and asked how they planned to operate with 15% less revenue.

Chairman Bowman said he attended the WSAC Legislative Steering Committee meeting in Ellensburg on Tuesday and they reviewed the proposals of possible cuts by the State. He said the result was to put emphasis on keeping economic recovery issues from being cut. A few other things discussed were helping counties have better control over union issues; emails as legal documents; controls over public records requests; tort reform.

DPA Ryan Brown briefly discussed tort reform (joint and several liability); maybe should push to have the state/counties paying only their percentage of fault; and the seatbelt law (unable to use that as contributory negligence).

Claim for Damages

CC 2011-26: Received on October 13, 2011 from John King
CC 2011-27: Received on October 14, 2011 from Mohamed Fadlelmoula

Vouchers

Check Date: 10/07/2011
Warrant #: 42961-43142
Total all funds: \$944,442.67

Check Date: 10/14/2011
Warrant #: 43353-43765
Total all funds: \$798,468.14

Check Date: 10/17/2011
Taxes #: 10111105
Total all funds: \$31,801.49

Check Date: 10/17/2011
Warrant #: 233121-233143
Direct Deposit #: 68305-68505
Total all funds: \$114,622.45

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

Resolutions

- 11-650: Surplus of Personal Property - Central Services Department
- 11-651: Awarding Architectural and Engineering Services to Design West Architects, PA
- 11-652: Surplus of Personal Property – Facilities Department
- 11-653: Appointing Hector Deleon as County-Designated Mental Health Professional
- 11-654: Setting Public Hearing for Six-Year Road Program 2012-2017
- 11-655: Local Government Redistricting and Adoption of Redistricting Plan for Commissioner Districts in Benton County

There being no further business before the Board, the meeting adjourned at approximately 10:30 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, The County has accumulated a large amount of surplus personal property and space availability is limited; and

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

WHEREAS, the Personal Property Manager has determined that the personal property on Attachment A is not desired by any other County department or office; and,

WHEREAS, all the items listed have an estimated value between \$50 and \$2,000; and,

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

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, all items included on Attachment A are hereby surplused and

BE IT FURTHER RESOLVED, that the personal property listed in Attachment A shall be sold at public auction on November 5, 2011 by Booker Auction Company; and upon unsuccessful sale of surplus items, shall be disposed of under the terms of the agreement with Booker Auction Company, Attachment B, and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached "Auction Sale Agreement", Attachment B, authorizing Booker Auction Company to sell the listed equipment at public auction on November 5, 2011, and

BE IT FURTHER RESOLVED, that, upon successful sale of surplused items, the Personal Property Manager shall be authorized to take all action necessary to transfer title of items listed in Attachment A.

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

Surplus vehicles to be sold at auction November 5, 2011.

	Year		VIN #	Title #		Plate #
1	2001	Chevrolet Impala	2G1WF55KX19321110	0113110237	H S	52629C
2	2005	Crown Vic	2FAFP71W85X14479	0510103407	ER & R	72381C
3	00-1	2000 Ford Taurus	1FAFP53U2YG268736	0025002911	CE	54298C
4	06-1	2006 Ford Crown Vic Police Interceptor	2FAH971W26X144692	0610303108	CE	76541C
5	06-1	2006 Ford Crown Vic Police Interceptor	2FAHP71W26X144689	0610303111	CE	76544C
6	06-1	2006 Ford Crown Vic Police Interceptor	2FAH971W46X144693	0612203309	CE	79303C
7	06-1	2006 Ford Crown Vic Police Interceptor	2FAHP71W06X144688	0612203310	CE	79304C
8	07-C	2007 Ford Crown Vic Police Interceptor	2FAHP71W07X141520	0705703318	CE	82126C
9	07-C	2007 Ford Crown Vic Police Interceptor	2FAHP71W27X141518	0706503307	CE	79386C
10	07-C	2007 Ford Crown Vic Police Interceptor	2FAHP71W07X141517	07077403201	CE	79390C

Auction Sale Agreement

It is hereby mutually agreed by and between Booker Auction Co., and Patrick Powell (Owner / Agent)

DBA Benton County Address P O Box 470, Prosser, WA 99350

Phone 786-5614 Cell _____ Fax 509.786.5528 Email _____

as owner, in consideration of the several promises set forth, and for value received as follows:

1. Booker Auction Co. agrees to sell Owner's personal property at public auction at the time and place hereinafter stated:
2. Date of Auction: November 5, 2011 3. Location Booker Auction Marketing Facility, 31 Eltopia West Rd, Eltopia, WA 99330
4. Owner hereby gives Booker Auction Co. the EXCLUSIVE RIGHT TO SELL the following described personal property:

(complete list attached as Exhibit "A"). Furthermore, owner agrees that all items listed will be included in the auction. NO ITEMS WILL BE SOLD OR OTHERWISE DISPOSED OF PRIOR TO SALE DATE.

5. A. Owner hereby employs Booker Auction Co. to conduct said auction, and agrees to compensate them therefore a sum equal to Eight (08%) percent of the gross proceeds of the auction, at a minimum commission of \$5 per lot, payable forthwith after the conclusion of the auction, from the proceeds thereof. Special Conditions: _____
B. Owner agrees to pay for their PRO RATA SHARE of all promotional expense BASED ON GROSS SALES and the cost of any special equipment and/or materials required to load, haul, organize, conduct, or clean up after said auction, from the proceeds thereof.
C. Booker Auction Co. reserves the right to sell all goods according to marketability of the goods and refuse non-sellable items. Owner shall be responsible for the removal and disposal of items deemed unsafe or non-saleable, and agrees to pay any charges or fees accrued as a result thereof.
D. Owner warrants that all property to be sold is free and clear of all liens and encumbrances. If not, Owner is required to provide the contact information for loan officer(s) of such lending institutions within three (3) days of signature of this Agreement. Owner further hereby authorizes the loan officer/lender of secured collateral to discuss and disclose to Booker Auction Company the lien holder's name, address, account number, and the balance due required paying off each item. Research to acquire non-provided lien status will be billed at cost plus \$50/ hour by Booker Auction Company

Lienholder	Address/Telephone	Account No.	Contract No.
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- E. Owner shall be responsible for any charges or fees accrued to guarantee clear title or to pay off liens on any item sold at auction. Owner gives his consent to Booker Auction Co. to pay off any liens, encumbrances, and unpaid current or advance personal property taxes on property sold at auction, from the proceeds thereof.
- F. Owner will not be permitted to apply auction proceeds as a credit against auction purchases when secured by any UCC perfected creditor.
- G. In the event of any dispute on secured or encumbered personal property sold, Owner authorizes Booker Auction Co. to deduct costs and attorney fees and interplead the balance of the proceeds into the courts.
6. Owner authorizes Booker Auction Co. to accept cash, personal check, or certified funds made payable to Booker Auction Co., and/or VISA or MASTERCARD bank cards for payment of items sold.
A. Owner agrees a five percent (5%) purchase premium will be added to the bid price of all items sold, to be countered by a five percent (5%) discount for cash payment made day-of-sale. Booker Auction Co will retain the 5% purchase premium resulting from payments made by credit/debit cards to offset merchant account fees.
7. Booker Auction Co. acts as an agent only for the owner. Owner shall assume ALL RISK OF LOSS (i.e. theft, fire, vandalism) until such property passes to purchaser. Owner shall at Owner's expense defend, indemnify, and hold Booker Auction Co. harmless from all claims, false, fraudulent, and negligent misrepresentation.
8. In the event of non-payment by a bidder, Booker Auction Co., at its sole discretion may elect to (a) offer Property at a future auction, (b) cancel the sale and return Property to Owner. Booker Auction Co. shall not, under any circumstances, be liable for any consequential damages to Owner as a result on non-payment by a bidder. Booker Auction Co. agrees to pursue prudent legal means to collect non-paid funds or recover the equipment. Owner agrees to cooperate with all collection efforts and participate with any collection costs.
9. Booker Auction Co. WILL charge a Buyer's Premium of ten percent (10%) on all bids \$2500 or less and retain said Premium.
10. Owner is notified that there WILL be other consignors included in this auction.
11. A. Owner agrees to accept highest offer or bid received on auction day without reservation.
B. In the event that Owner requires "a reserve price" on any particular item, Owner must notify Booker Auction Co. of this reserve price AT THE TIME OF SIGNING this contract. An Eight (08%) percent "No Sale" fee on the highest bid received, with a \$5 minimum commission per item, will be charged on all items not sold subject to a reserve price. RESERVE PRICE \$ _____
12. Owner agrees to furnish guaranteed title of ownership on any licensed vehicle being sold by Booker Auction Company prior to auction date. Proceeds from sale of licensed vehicles WILL NOT BE DISBURSED until Vehicle Certificates of Title, Release of Title Interest, or notarized Affidavit of Lost Title has been delivered to Booker Auction Co.
13. Owner agrees to have said items ready for auction one day prior to contract auction date. In the event said Owner elects not to organize and prepare items for auction, Owner agrees to pay the costs of moving, cleaning, organizing, and/or needed repairs to ready the items.
14. Owner agrees to allow purchasers ample time to remove items from auction site.
A. Owner agrees to furnish a loader and assist in loading for N/A days after auction date.
B. Owner agrees to pay for the rental of a loader and the cost of an operator for N/A days after said auction.
15. Owner WILL agree to allow Booker Auction Company to bid, or to bid on behalf of absentee buyers.
16. Booker Auction Co. agrees:
A. To advertise and promote said auction in a professional manner.
B. To assist and advise Owner in the order and manner of property organization for auction event.
C. To auction or negotiate the highest bid.
D. To require positive identification of all purchasers.
E. To clerk and cashier sale and to provide Owner with a complete printed record upon finalization of sale.
F. To furnish Owner a complete statement of expense & consignor proceeds within 21 days of sale event, PROVIDED, all certificates of title, liens, leases, and encumbrances have been settled to guarantee clear title of consigned properties.
17. This agreement shall be binding upon the heirs, assigns, and successors of interest in the parties hereto. The venue for any action brought to enforce the terms of this agreement shall be in Franklin County, Washington. The statute of limitations shall be one year from the date of this Agreement.
18. Booker Auction Co. is acting solely as agent to the Owner and may not be held liable for any accident or injury before, during, or after said auction. Owner agrees to indemnify and hold Booker Auction Co., its agents and employees, harmless from all such claims and shall defend the same at Owner's expense.
19. Owner hereby agrees to maintain insurance on all items held for auction until ownership transfers.
20. There are no other verbal or written agreements, which could modify or affect this agreement unless attached in writing as Exhibit B and signed by both parties. Similarly, Owner warrants that the decision to enter into this agreement is not predicated upon any past or present property evaluation expressed by Auctioneer, either written or verbal.
21. Owner hereby certifies legal title and authority to sell the above mentioned items at auction and shall provide Auctioneer with Corporate Resolutions confirming corporation approval, if applicable.
22. The terms and conditions of this agreement become effective immediately upon signature of both parties and shall include any sale of listed personal property before, during, or within 30 days following said Auction date.
23. Facsimile transmissions of any signed original document and retransmission of any signed transmission shall be the same as transmission of any original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing the original document.

Owner _____ S/S or UBI No. _____ Date _____

Owner _____ S/S or UBI No. _____ Date _____

Carville Booker
Booker Auction Company By:
10-11-11
Date:



Booker Auction Co.
31 ELTOPIA WEST ROAD
ELTOPIA, WA 99330
phone 509.297.9292 fax 509.297.9295

Consignor: 1034
Consignor requests proceeds check be:
Mailed to Address Above _____ Initial _____
Picked Up _____ Initial _____

Attachment B

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF BUDGET POLICIES – RESCINDING RESOLUTION 09-102 AND ADOPTING A NEW BUDGET POLICY

WHEREAS, the Board of Benton County Commissioners desires to update the Budget Policy since Benton County switched from an annual budget to a biennium budget; **NOW THEREFORE**

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

BE IT FURTHER RESOLVED, Resolution 09-102 is hereby rescinded.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>10-25-11</u>	Execute Contract	_____	Consent Agenda	<u> x </u>
Subject:	<u>Budget Policy</u>	Pass Resolution	<u> x </u>	Public Hearing	_____
	<u>Revision</u>	Pass Ordinance	_____	1st Discussion	_____
Prepared by:	<u>K. Mercer</u>	Pass Motion	_____	2nd Discussion	_____
Reviewed by:	<u>Loretta</u>	Other	_____	Other	_____

BACKGROUND / SUMMARY INFORMATION

In 2010, the Board of Benton County Commissioners decided to switch from an annual budget to a biennium budget. The current budget policy, as set forth by Resolution 09-102, required updating to include policies and procedures for biennium budgeting, which includes establishing policies and procedures for the mid-biennium review. Other minor adjustments were made to reflect changes made during the budget process.

RECOMMENDATION

Adopt the new Budget Policies and Procedures and rescind Resolution 09-102.

FISCAL IMPACT

Zero

MOTION

Adopt the new Budget Policies and Procedures and rescind Resolution 09-102.

BENTON COUNTY
WASHINGTON

BUDGET POLICIES
AND PROCEDURES

Updated October 2011

Board of County Commissioners

James Beaver
Leo Bowman
Shon Small

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I. BIENNIAL BUDGET ADOPTION

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

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

A. Preliminary Budget

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

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

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

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

B. Budget Hearings

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

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

C. Final Budget Adoption

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

II. BUDGET ADMINISTRATION

A. Mid-Biennium Review and Supplemental Appropriation Requests

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

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

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

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

B. Processing Procedure

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

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

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

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

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

C. Budget Maintenance

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

III. OTHER BUDGET POLICIES

A. Road Fund Levies

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

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

At the end of each year the County Sheriff, County Auditor, and the BOCC Chairman are required to sign a Certification of Road Fund Expenditures for Traffic Law Enforcement, which will include the amount of diverted road tax revenue produced for the prior year compared to the total Traffic Law Enforcement expenditures for the prior year. For example, in 2010 an analysis will be done on the diverted road tax revenue and Traffic Law Enforcement expenditures for 2009. If the diverted road tax revenue is greater than the Traffic Law Enforcement expenditures, the difference will be refunded to the County Road Fund (0101-101). If the Traffic Law Enforcement expenditures are greater than the diverted road tax revenue, no action is required.

B. Minimum Fund Balances

In order to assure sufficient reserves are available to meet the respective operational needs during low revenue periods within a budget cycle, the BOCC may require the following county funds to maintain a minimum fund balance at the close of or during any given fiscal year:

Current Expense (General Fund) 0000-101

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

In order to meet operational needs, the County shall maintain a fund balance of 10% of the current year's (in the case of a biennium budget only one year) General Fund appropriated expenditures. In addition to the 10%, the County may maintain up to an additional 3% for emergency use as determined by the BOCC.

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

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

The remaining excess transferable amount may be split between

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

However the Fairgrounds Operating and Maintenance Fund 0124-101 beginning year balance may be capped at \$500,000. If so, any remaining excess transferable amount may be split, at the discretion of the BOCC, between the Capital Projects Fund 0305-101 and or the Sustainable Development Fund 0135-101.

Capital Projects (0305-101)

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

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

Central Services (0502-101)

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

Election Reserve (0111-101)

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

C. Obligated Funds

¼% Real Estate Excise Tax (0130-101)

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

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

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

Rural County Capital Fund (0144-101)

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

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

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

D. Capital

1. Capitalization of General Fixed Assets

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

2. Computer Capital Replacement

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

ATTACHEMENT 1

BENTON COUNTY
CAPITAL POLICIES AND PROCEDURES

Prepared by the Benton County Commissioners' Office
Updated September 2011

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SECTION I. PURPOSE

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

SECTION II. DEFINITIONS

2.1 Revenue Expenditures/Supplies

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

2.2 Capital Expenditures/Fixed Assets

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

2.3 Capital Versus Revenue Expenditures

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

2.4 Infrastructure

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

2.5 Proprietary Funds

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

2.6 High-Risk

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

2.7 Depreciation

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

2.8 Tangible Property

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

2.9 Improvements

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

2.10 Original Cost/Historical Cost

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

2.11 Inventory

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

SECTION III. POLICY

3.1 Applicability

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

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

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

3.2 Budget

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

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

3.3 Control

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

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

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

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

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

3.4 Capital Leases

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

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

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

3.5 Depreciation

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

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

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

3.6 Grants

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

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

3.7 Dollar Limits

This policy applies to the following categories:

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

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

SECTION IV. ASSET TABLES

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

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

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

ATTACHMENT 2

BENTON COUNTY
COMPUTER REPLACEMENT POLICIES AND PROCEDURES

Prepared by the Benton County Commissioners' Office
Updated September 2011

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4.1	Generally Accepted Accounting Principles
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4.3	Source Index

SECTION 1. PURPOSE

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

SECTION II. DEFINITIONS

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

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

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

SECTION III. POLICY

3.1 Applicability

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

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

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

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

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

3.2 Budget

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

SECTION IV. BASIS FOR POLICY

4.1 Generally Accepted Accounting Principles

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

4.2 Budgetary, Accounting, Reporting System

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

4.3 Source Index

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

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

Governmental GAAP Guide, Larry Bailey, 1994.

Applying Governmental Accounting Principles, Mortimer Dittenhofer, 1993

Revised Code of Washington, 1993

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: <u>GCBH Agreement Number</u> BFCRUS-11/13-00 Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract	_X_	Consent Agenda	_X_
	Pass Resolution	_X_	Public Hearing	_____
	Pass Ordinance	_____	1st Discussion	_____
	Pass Motion	_____	2nd Discussion	_____
	Other	_____	Other	_____

BACKGROUND/SUMMARY INFORMATION

Greater Columbia Behavioral Health would like to re-contract with Benton and Franklin Counties Department of Human Services to provide or purchase age, linguistic and culturally competent community mental health services for individuals within the contracted Service Area through the State Mental Health Agreement.

The agreement process was initiated when Greater Columbia Behavioral Health provided a copy of the agreement for legal review on September 29, 2011 resulting in the delay of execution.

SUMMARY

Period: October 1, 2011 through September 30, 2013
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

FISCAL IMPACT

Funding for services described in this agreement is provided by Greater Columbia Behavioral Health. **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 GCBH Agreement Number BFCRUS-11/13-00 with Greater Columbia Behavioral Health, 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 GCBH AGREEMENT NUMBER BFCRUS-11/13-00 TO PROVIDE OR PURCHASE AGE, LINGUISTIC AND CULTURALLY COMPETENT COMMUNITY MENTAL HEALTH SERVICES FOR INDIVIDUALS WITHIN THE CONTRACTED SERVICE AREA THROUGH THE STATE MENTAL HEALTH AGREEMENT BETWEEN GREATER COLUMBIA BEHAVIORAL HEALTH AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, Greater Columbia Behavioral Health currently contracts with Benton and Franklin Counties Department of Human services to provide or purchase age, linguistic and culturally competent community mental health services for individuals within the contracted Service Area; and

WHEREAS, Greater Columbia Behavioral Health would like to re-contract with Benton and Franklin Counties Department of Human Services for the 2011-2013 biennium; and

WHEREAS, the agreement process was initiated when Greater Columbia Behavioral Health provided a copy of the agreement for legal review on September 29, 2011 resulting in the delay of execution; and,

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

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, GCBH Agreement Number BFCRUS-11/13-00 between Greater Columbia Behavioral Health and Benton and Franklin Counties Department of Human Services to provide or purchase age, linguistic and culturally competent community mental health services for individuals within the contracted Service Area through the State Mental Health Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on October 1, 2011 and expires on September 30, 2013.

Dated this day of, 2011

Dated this day of, 2011

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



**GREATER COLUMBIA
BEHAVIORAL HEALTH
AND
BENTON AND FRANKLIN
COUNTIES**

**STATE MENTAL HEALTH
AGREEMENT**

GCBH Agreement Number
BFCRUS-11/13-00

- New Agreement
 Amendment No.

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government identified below, hereinafter referred to as the "Contractor".

RSN/PHP NAME Greater Columbia Behavioral Health		
RSN/PHP ADDRESS 101 N. Edison Street Kennewick, WA 99336		RSN/PHP CONTACT NAME Mary Todd
RSN/PHP CONTACT TELEPHONE (509) 735-8681/1-800-795-9296	RSN/PHP CONTACT FAX (509) 783-4165	RSN/PHP CONTACT E-MAIL maryt@gcbh.org

CONTRACTOR NAME Benton and Franklin Counties		
CONTRACTOR CONTACT NAME Ed Thornbrugh		CONTRACTOR CONTACT ADDRESS Benton and Franklin Department of Human Services 7102 W Okanogan Pl., Ste 201 Kennewick, WA 99336
CONTRACTOR CONTACT TELEPHONE (509) 783-5284	CONTRACTOR CONTACT FAX (509) 783-5981	CONTRACTOR CONTACT E-MAIL edt@gov.wa.co.benton-franklin.us

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No	CFDA NUMBERS (Federal Block Grant)
---	------------------------------------

START DATE	END DATE	FUNDING
October 01, 2011	September 30, 2013	See Funding Schedule posted on the GCBH websit www.gcbh.org

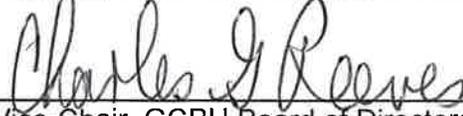
ATTACHMENTS: When the box(s) below are marked with a check (√) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

Exhibit(s): A. Data Security Requirements

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH


Vice-Chair, GCBH Board of Directors

CONTRACTOR

Benton County

Chairman, County Commissioner

Attest: _____
Clerk of the Board

Franklin County

Chairman, County Commissioner

Attest: _____
Clerk of the Board

Approved as to Content:


GCBH Director


Benton - Franklin Department of Human Services

Approved as to Form:


GCBH Legal Counsel

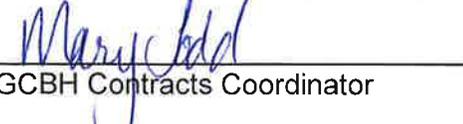

Benton County Prosecuting Attorney

Franklin County Prosecuting Attorney

Fiscal Review:


GCBH Chief Financial Officer

Content and Form Prepared By:


GCBH Contracts Coordinator

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

BACKGROUND/SUMMARY INFORMATION

Greater Columbia Behavioral Health would like to re-contract with Benton and Franklin Counties Department of Human Services to operate a Prepaid Inpatient Health Plan (PIHP) to provide medically necessary mental health services to Enrollees.

The agreement process was initiated when Greater Columbia Behavioral Health provided a copy of the agreement for legal review on September 29, 2011 resulting in the delay of execution.

SUMMARY

Period: October 1, 2011 through September 30, 2013
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

FISCAL IMPACT

Funding for services described in this agreement is provided by Greater Columbia Behavioral Health. **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 GCBH Agreement Number BFCRUP-11-13-00 with Greater Columbia Behavioral Health, 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 GCBH AGREEMENT NUMBER BFCRUP-11-13-00 TO PROVIDE MEDICALLY NECESSARY MENTAL HEALTH SERVICES TO ENROLLEES THROUGH THE PREPAID INPATIENT HEALTH PLAN (PIHP) AGREEMENT BETWEEN GREATER COLUMBIA BEHAVIORAL HEALTH AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, Greater Columbia Behavioral Health currently contracts with Benton and Franklin Counties Department of Human services to operate a Prepaid Inpatient Health Plan (PIHP) to provide medically necessary mental health services to Enrollees. Provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate; and

WHEREAS, Greater Columbia Behavioral Health would like to re-contract with Benton and Franklin Counties Department of Human Services for the 2011-2013 biennium; and

WHEREAS, the agreement process was initiated when Greater Columbia Behavioral Health provided a copy of the agreement for legal review on September 29, 2011 resulting in the delay of execution; and,

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

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, GCBH Agreement Number BFCRUP-11-13-00 between Greater Columbia Behavioral Health and Benton and Franklin Counties Department of Human Services to provide medically necessary mental health services to Enrollees; provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate; through the Prepaid Inpatient Health Plan (PIHP) Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on October 1, 2011 and expires on September 30, 2013.

Dated this day of, 2011

Dated this day of, 2011

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



**GREATER COLUMBIA
BEHAVIORAL HEALTH
AND
BENTON AND FRANKLIN
COUNTIES**

GCBH Agreement Number

BFCRUP-11/13-00

New Agreement

Amendment No.

**PREPAID INPATIENT HEALTH
PLAN AGREEMENT**

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government identified below, hereinafter referred to as the "Contractor".

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Mary Todd

RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

RSN/PHP CONTACT FAX

(509) 783-4165

RSN/PHP CONTACT E-MAIL

maryt@gcbh.org

CONTRACTOR NAME

Benton and Franklin Counties

CONTRACTOR CONTACT NAME

Ed Thornbrugh

CONTRACTOR CONTACT ADDRESS

Benton and Franklin Department of Human Services
7102 W Okanogan Pl., Ste 201
Kennewick, WA 99336

CONTRACTOR CONTACT TELEPHONE

(509) 783-5284

CONTRACTOR CONTACT FAX

(509) 783-5981

CONTRACTOR CONTACT E-MAIL

edt@gov.wa.co.benton-franklin.us

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

No

CFDA NUMBERS (Federal Block Grant)

START DATE

October 01, 2011

END DATE

September 30,
2013

FUNDING

See Funding Schedule posted on the GCBH website www.gcbh.org

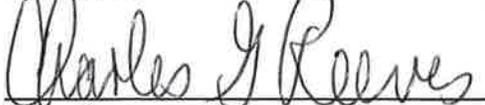
ATTACHMENTS: When the box(s) below are marked with an X, the following exhibits are attached to and incorporated into this Agreement by reference:

- Exhibit(s): **A. Access to Care Standards**
B. Data Security Requirements

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH



Vice-Chair, GCBH Board of Directors

CONTRACTOR

Benton County

Franklin County

Chairman, County Commissioner

Chairman, County Commissioner

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Approved as to Content:



GCBH Director



Benton – Franklin Department of Human Services

Approved as to Form:



GCBH Legal Counsel



Benton County Prosecuting Attorney

Franklin County Prosecuting Attorney

Fiscal Review:



GCBH Chief Financial Officer

Content and Form Prepared By:



GCBH Contracts Coordinator

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

BACKGROUND/SUMMARY INFORMATION

Greater Columbia Behavioral Health would like to re-contract with Benton and Franklin Counties Department of Human Services to provide services to promote recovery for seriously mentally ill adults and resiliency for seriously emotionally disturbed children.

Ed Thornbrugh, Administrator of Human Services, believes it is in the best interest of Human Services and the service needs of mentally ill persons, that the proposed agreement be approved.

The agreement process was initiated when Greater Columbia Behavioral Health provided a copy of the agreement for legal review on October 4, 2011 resulting in the delay of execution.

SUMMARY

Award: Maximum agreement amount \$240,851.00
Period: October 1, 2011 through September 30, 2012
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

FISCAL IMPACT

Funding for services described in this agreement is provided by Greater Columbia Behavioral Health. **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 GCBH Agreement #BENFR-MHBG-11/12-00 with Greater Columbia Behavioral Health, 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 GREATER COLUMBIA BEHAVIORAL HEALTH AGREEMENT #BENFR-MHBG-11/12-00 TO PROVIDE SERVICES TO PROMOTE RECOVERY FOR SERIOUSLY MENTALLY ILL ADULTS AND RESILIENCY FOR SERIOUSLY EMOTIONALLY DISTURBED CHILDREN BETWEEN GREATER COLUMBIA BEHAVIORAL HEALTH AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, Greater Columbia Behavioral Health would like to re-contract with Benton and Franklin Counties Department of Human Services to provide services to promote recovery for seriously mentally ill adults and resiliency for serious emotional disturbed children; and

WHEREAS, Ed Thornbrugh, Administrator of Human Services, believes it is in the best interest of Human Services and the service needs of mentally ill persons, that the proposed agreement be approved; and

WHEREAS, the agreement process was initiated when Greater Columbia Behavioral Health provided a copy of the agreement for legal review on October 4, 2011 resulting in the delay of execution; and

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; 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, Greater Columbia Behavioral Health Agreement #BENFR-MHBG-11/12-00 to provide services to promote recovery for seriously mentally ill adults and resiliency for seriously emotionally disturbed children between Greater Columbia Behavior Health and Benton and Franklin Counties Department of Human Services, for a maximum agreement amount of \$240,851.00; and

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

Dated this day of 2011

Dated this day of 2011

Chairman of the Board

Chairman of the Board

Member

Member

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Member

Constituting the Board of County Commissioners,
Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board



**GREATER COLUMBIA
BEHAVIORAL HEALTH
AND
BENTON AND FRANKLIN
COUNTIES**

GCBH Agreement Number

BENFR-MHBG-11/12-00

- New Agreement
 Amendment No. ____

**MENTAL HEALTH BLOCK
GRANT AGREEMENT**

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government identified below, hereinafter referred to as the "Contractor."

RSN/PHP NAME Greater Columbia Behavioral Health		
RSN/PHP ADDRESS 101 N. Edison Street Kennewick, WA 99336		RSN/PHP CONTACT NAME Mary Todd
RSN/PHP CONTACT TELEPHONE (509) 735-8681/1-800-795-9296	RSN/PHP CONTACT FAX (509) 783-4165	RSN/PHP CONTACT E-MAIL maryt@gcbh.org

CONTRACTOR NAME Benton and Franklin Counties		
CONTRACTOR CONTACT NAME Ed Thornbrough	CONTRACTOR CONTACT ADDRESS Benton and Franklin Counties Department of Human Services 7207 W Deschutes Ave Kennewick, WA 99336	
CONTRACTOR CONTACT TELEPHONE (509) 783-5282	CONTRACTOR CONTACT FAX (509) 783-5981	CONTRACTOR CONTACT E-MAIL edt@gov.wa.co.benton-franklin.us

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? <p align="center">Yes</p>	CFDA NUMBERS (Federal Block Grant) 93.958
---	--

START DATE	END DATE	FUNDING	MAXIMUM CONTRACT AMOUNT
October 1, 2011	September 30, 2012	Mental Health Block Grant	240,851

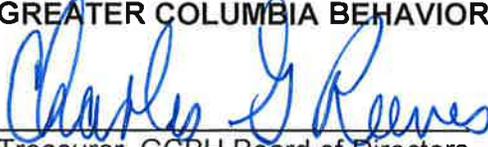
ATTACHMENTS: When the box(s) below are marked with a an X, the following exhibits are attached to and incorporated into this Agreement by reference:

Exhibit(s):

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH


Treasurer, GCBH Board of Directors
Vice Chair

CONTRACTOR

Benton County

Franklin County

Chairman, County Commissioner

Chairman, County Commissioner

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Approved as to Content:



GCBH Director



Benton - Franklin Department of Human Services

Approved as to Form:



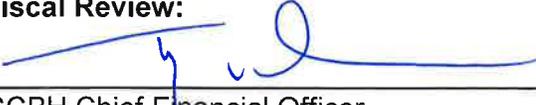
GCBH Legal Counsel



Benton County Prosecuting Attorney

Franklin County Prosecuting Attorney

Fiscal Review:



GCBH Chief Financial Officer

Content and Form Prepared By:



GCBH Contracts Coordinator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Subject: Grant Number: 11-46204-503 for the <u>Housing and Essential Needs Grant</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into a Special Terms and Conditions General State Funds Agreement with Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit for the Housing and Essential Needs Grant.

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

The agreement process was initiated when Washington State Department of Commerce provided a copy of the agreement for legal review on September 15, 2011 resulting in the delay of execution.

SUMMARY

Award: Maximum consideration for this grant is \$1,772,608.00
Period: September 15, 2011 through June 30, 2013
Funding Source: Washington State Department of Commerce

RECOMMENDATION

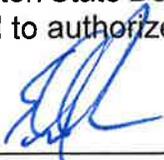
- Sign the Resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

FISCAL IMPACT

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

MOTION

To approve signing the Special Terms and Conditions General Grant State Funds Agreement with Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit, and to authorize the Chair to sign on behalf of the Board.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING GRANT NUMBER: 11-46204-503 HOUSING AND ESSENTIAL NEEDS GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY SERVICES AND HOUSING DIVISION HOUSING ASSISTANCE UNIT AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to enter into a Special Terms and Conditions General State Funds Agreement with Washington State Department of Commerce for the Housing and Essential Needs Grant; and

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

WHEREAS, the agreement process was initiated when Washington State Department of Commerce provided a copy of the agreement for legal review on September 15, 2011 resulting in the delay of execution; 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, the Special Terms and Conditions General Grant State Funds Agreement for the Housing and Essential Needs Grant between Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit and Benton and Franklin Counties Department of Human Services for a maximum grant consideration of \$1,772,608.00; and

BE IT FURTHER RESOLVED, that the Benton and Franklin Counties Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Housing and Essential Needs Grant; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on September 15, 2011 and ends on June 30, 2013.

Dated this.....day of, 2011

Dated this.....day of, 2011

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Grant Number: 11-46204-503

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Housing and Essential Needs Grant**

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents 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 Benton County:

For Franklin County:

Chair

Date

Chair

Date

Attest:

Attest:

Clerk of the Board

Clerk of the Board

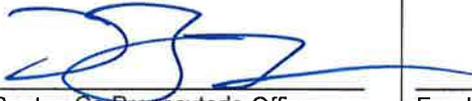
Approved as to form:

Approved as to form:

Approved as to form:



Dept. of Human Services



Benton Co Prosecutor's Office

Franklin Co Prosecutor's Office



Department of Commerce

Innovation is in our nature.

Grant to

Benton and Franklin Counties Department of Human Services

through

Community Services and Housing Division

Housing Assistance Unit

Housing and Essential Needs Grant

For

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

Start date: September 15, 2011

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Grant Number: 11-46204-503

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Housing and Essential Needs Grant**

1. Grantee Benton and Franklin Counties Department of Human Services 7102 W. Okanogan Place, Suite 201 Kennewick, Washington 99336		2. Grantee Doing Business As (optional)	
3. Grantee Representative Ed Thornbrugh Administrator Phone number: 509.783.5284 FAX number: 509.783.5981 edt@gov.wa.co.benton-franklin.us		4. COMMERCE Representative Kathy Kinard Program Manager Phone number: 360.725.2939 FAX number: 360.586.7176 Email: kathy.kinard@commerce.wa.gov <div style="float: right; text-align: right;"> Post Office Box 42525 1011 Plum Street SE Olympia, WA 9854-2525 </div>	
5. Grant Amount \$1,772,608	6. Funding Source State: X	7. Start Date September 15, 2011	8. End Date June 30, 2013
9. Federal Funds (as applicable) N/A	<u>Federal Agency</u> N/A	<u>CFDA Number</u> N/A	
10. Tax ID # 91-6001296	11. SWV # N/A	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose Housing and Essential Needs Grant funds are limited to providing rental assistance, utility assistance and essential needs for Medical Care Service recipients as determined by the Department of Social and Health Services.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Housing Essential Needs Application; Guidelines, Administrative Requirements (as they may be revised from time to time); Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR GRANTEE  <hr/> 13 Oct 11 Date		FOR COMMERCE <hr/> Dan McConnon, Deputy Director <hr/> Date APPROVED AS TO FORM ONLY <hr/> Alice Blado Alice Blado, Assistant Attorney General <hr/> Date May 22, 2009	

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

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to re-contract with Somerset Counseling Center 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-SCC-00 with Somerset Counseling Center, 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-SCC-00 TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SOMERSET COUNSELING CENTER

WHEREAS, the Benton and Franklin Counties Department of Human Services currently contracts with Somerset Counseling Center 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 Somerset Counseling Services 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-SCC-00 with Somerset Counseling Center to provide substance abuse treatment services for the 2011-2013 biennium for an agreement amount set at 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 of2011.

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-SCC-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 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Somerset Counseling Center**, a Washington LLC, with its principal offices at 1305 Mansfield Street, Suite 6, Richland, WA 99352, (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

Contractor Contact Information:
Gary Somdahl, Executive Director
Somerset Counseling Center
1305 Mansfield Street, Suite 6
Richland, WA 99352
Phone: 509.942.1624
Fax: 509.943.1829
E-Mail: gary@somersetcounseling.net

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

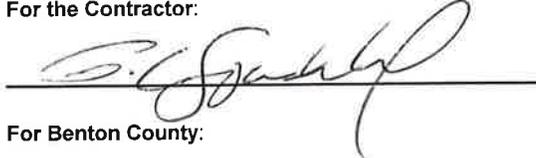
Agreement Start Date..... October 1, 2011
Agreement End Date (unless terminated sooner as set forth herein this Agreement) June 30, 2013
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

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:


Title: Exec. Dir. Date 10/17/11

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

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h. Contract Amendment, #0963-68016-05, w/DSHS for Substance Abuse & Prevention Treatment

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
Meeting Date: Subject: DSHS Contract Amendment #0963-68016-05 Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <input type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other <input type="checkbox"/>	Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1st Discussion <input type="checkbox"/> 2nd Discussion <input type="checkbox"/> Other <input type="checkbox"/>

BACKGROUND INFORMATION

The Benton and Franklin Counties Department of Human Services has a Contract with the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR) to provide substance abuse and prevention treatment services.

DBHR is decreasing the Fiscal Year 2011 Community Prevention Training funds by \$3,200.00.

The delay in the contract amendment being executed is a result of miscommunication between DBHR and Benton and Franklin Counties Department of Human Services over the final contract reduction amount; which was not given to Benton and Franklin Counties Department of Human Services until September 30, 2011.

SUMMARY

Award: Decrease \$3,200.00 for a maximum consideration of \$3,970,674.00

Period: April 1, 2011 through June 30, 2011

Funding Source: Division of Behavioral Health and Recovery

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this amendment is provided by the 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 DSHS Contract Amendment #0963-68016-05 with the Department of Social and Health Services Division of Behavioral Health and Recovery and to authorize the Chair to sign on behalf of the Board.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING DSHS CONTRACT AMENDMENT #0963-68016-05 TO DECREASE THE TOTAL CONTRACT AMOUNT BETWEEN THE DIVISION OF BEHAVIORAL HEALTH AND RECOVERY (DBHR) AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Division of Behavioral Health and Recovery would like to amend the original contract with Benton and Franklin Counties Department of Human Services to decrease the contract amount of the Fiscal Year 2011 Community Prevention Training funds; and

WHEREAS, the contract amendment decreases the Fiscal Year 2011 Community Prevention Training funds by \$3,200.00; and

WHEREAS, the delay in the contract amendment being executed is a result of miscommunication between DBHR and Benton and Franklin Counties Department of Human Services over the final contract reduction amount; which was not given to Benton and Franklin Counties Department of Human Services until September 30, 2011; **NOW THEREFORE**,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county DSHS Contract Amendment #0963-68016-05 to decrease the Fiscal Year 2011 Community Prevention Trainings funds by \$3,200.00, for a total maximum contract amount of \$3,970,674.00; and

BE IT FURTHER RESOLVED, the attached amendment commences on April 1, 2011 and shall expire on June 30, 2011.

Dated this.....day of, 2011

Dated this.....day of, 2011

Chairman of Board

Chairman of Board

Member

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Member

Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board



CONTRACT AMENDMENT

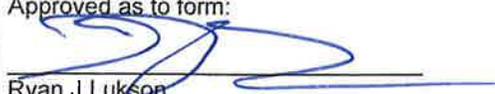
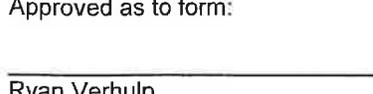
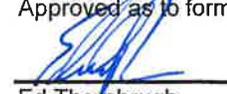
DSHS CONTRACT NUMBER:
0963-68016

Amendment No. 0963-68016-05

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS Department of Human Services 7102 West Okanogan Place, Suite 201 Kennewick, WA 99336-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Joel Chavez	CONTRACTOR TELEPHONE (509) 783-5284 Ext:	CONTRACTOR FAX (509) 783-5981	CONTRACTOR E-MAIL ADDRESS joelc@gov.wa.co.benton-franklin.us
DSHS ADMINISTRATION Aging and Disability Services Administration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 4011CS-63
DSHS CONTACT NAME AND TITLE Tiffany Villines Administrator		DSHS CONTACT ADDRESS Post Office Box 45330 Olympia, WA 98504-5330	
DSHS CONTACT TELEPHONE (360) 725-3726 Ext:		DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL ADDRESS tiffany.villines@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBERS 93.959	
AMENDMENT START DATE 4/1/2011		CONTRACT END DATE 6/30/2011	
PRIOR MAXIMUM CONTRACT AMOUNT \$3,973,874.00		AMOUNT OF INCREASE OR DECREASE \$-3,200.00	TOTAL MAXIMUM CONTRACT AMOUNT \$3,970,674.00
REASON FOR AMENDMENT; CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit A, A&R			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
Franklin County Commissioner Chair	Printed Name and Title Robert Koch, Chair Franklin County Commissioners		Date Signed
Benton County Commissioner Chair	Printed Name and Title Leo Bowman, Chair Benton County Commissioners		Date Signed
DSHS Signature	Printed Name and Title Eric Crawford, Senior Contracts Manager		Date Signed
Approved as to form:  Ryan J Lukson Benton County Prosecuting Attorney's Office	Approved as to form:  Ryan Verhulp Franklin County Prosecuting Attorney's Office		Approved as to form:  Ed Thornbrugh Administrator, Human Services

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. Fiscal Year 2011 Community Prevention Training funds, as described in a line item on the Award and Revenues (A&R) page under SAPT Grant-in-Aid, are decreased by \$3,200.
2. Exhibit A, Award & Revenues page, is deleted and replaced with the attached Award & Revenues page.
3. The contract maximum consideration is decreased from \$3,973,874 to \$3,970,674.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Subject: <u>Division of Developmental Disabilities Agreement #1163-35777</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Benton and Franklin Department of Human Services contracts with Department of Social and Health Services Division of Developmental Disabilities to provide a coordinated and comprehensive state and local program services for persons with developmental disabilities.

The contracting process was initiated when DSHS provided a copy of the agreement for legal review on September 12, 2011 resulting in the delay of execution.

SUMMARY

Award: Maximum program agreement amount \$1,522,728.00
Period: July 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 Department of Social and Health Services 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 DSHS Agreement Number 1163-35777 with Department of Social and Health Services Division of Developmental Disabilities and to authorize the Chair to sign on behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING DSHS AGREEMENT NUMBER 1163-35777 TO PROVIDE A COORDINATED AND COMPREHENSIVE STATE AND LOCAL PROGRAM OF SERVICES FOR PERSONS WITH DEVELOPMENTAL DISABILITIES BETWEEN THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES DIVISION OF DEVELOPMENTAL DISABILITIES AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, Department of Social and Health Services (DSHS) Division of Developmental Disabilities would like to contract with Benton and Franklin Counties Department of Human Services to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities; and

WHEREAS, the contracting process was initiated when DSHS provided a copy of the agreement for legal review on September 12, 2011 resulting in the delay of execution; 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, DSHS Agreement Number 1163-35777 with Department of Social and Health Services Division of Developmental Disabilities for a total agreement amount of \$1,522,728.00; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 1, 2011 and expires on June 30, 2012.

Dated thisday of, 2011.

Dated thisday of, 2011.

Chair

Chair

Member

Member

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

Member
Constituting the Board of County
of Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board



COUNTY
PROGRAM AGREEMENT
DDD County Services

DSHS Agreement Number

1163-35777

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Aging and Disability Services Administration

Division of Developmental Disabilities

1122

1769CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Tracy Durels
Business Manager

P.O. Box 12500, MSB39-7
Yakima, WA 98909-

DSHS CONTACT TELEPHONE
(509) 698-1276 Ext:

DSHS CONTACT FAX
(509) 454-4320

DSHS CONTACT E-MAIL
durelt@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County

Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336-

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Ed Thornbrugh

COUNTY CONTACT TELEPHONE
(509) 783-5284 Ext: 3911

COUNTY CONTACT FAX
(509) 783-5981

COUNTY CONTACT E-MAIL
edt@gov.wa.co.benton-franklin.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

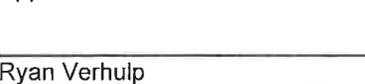
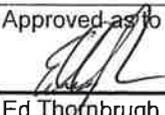
PROGRAM AGREEMENT START DATE
7/1/2011

PROGRAM AGREEMENT END DATE
6/30/2012

MAXIMUM PROGRAM AGREEMENT AMOUNT
\$1,522,728.00

EXHIBITS. The following Exhibits are attached: **Exhibit A – Data Security Requirements and Exhibit B - Program Agreement Budget**

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

Franklin County Commissioner Chair	Printed Name and Title Robert Koch, Chair Franklin County Commissioners	Date Signed
Benton County Commissioner Chair	Printed Name and Title Leo Bowman, Chair Benton County Commissioners	Date Signed
DSHS Signature	Printed Name and Title Christy R. Hoosier, ADSA Contract Manager	Date Signed
Approved as to form: 	Approved as to form: 	Approved as to form: 
Ryan Lukson Benton County Prosecuting Attorney's Office	Ryan Verhulp Franklin County Prosecuting Attorney's Office	Ed Thornbrugh Administrator, Human Services

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

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to re-contract with First Steps Community Counseling Services 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-FSCCS-00 with First Steps Community Counseling Services, 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-FSCCS-00 TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND FIRST STEPS COMMUNITY COUNSELING SERVICES

WHEREAS, the Benton and Franklin Counties Department of Human Services currently contracts with First Steps Community Counseling Services 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 First Steps Community Counseling Services 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-FSCCS-00 with First Steps Community Counseling Services to provide substance abuse treatment services for the 2011-2013 biennium for an agreement amount set at 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 of2011.

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-FSCCS-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 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **First Steps Community Counseling Services**, a partnership, with its principal offices at 415 N. Morain Street, Kennewick, WA 99336, (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

Contractor Contact Information:
Penny Bell, Clinical Director
First Steps Community Counseling Services
415 N. Morain Street
Kennewick, WA 99336
Phone: 509.735.6900
Fax: 509.735.6914
E-Mail: penny_bell@frontier.com

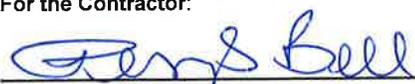
Is the Contractor a subrecipient for purposes of this Agreement Yes
CFDA Number (Federal Block Grant Funding) #93.959
Title: _____
Name of Grant: _____
Grantor: _____

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:
 _____

Title: Director Date 10/17/2011

For Benton County:

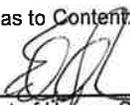
Benton County Commissioners Date

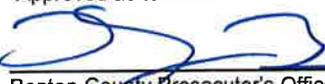
Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

Approved as to Form:

Franklin County Prosecutor's Office

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BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: **October 25, 2011**
 Presentation length:
 Presenting elected office/department: **OPD**
 Prepared by: **Eric Hsu**
 Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

In 2010, Benton County contracted with attorney Luke Swinney to provide indigent defense services in Benton County District Court. The said contract provided for a maximum caseload of 360 cases. Despite the best efforts of the Office of Public Defense and District Court to limit the actual caseload to 360 cases, in the year end rush at the end of 2010, attorney Swinney was in fact appointed 7 cases over his caseload cap for a total of 367 cases (and this has been verified using this office's District Court caseload verification system). While attorney Swinney has not claimed for this overage until recently, the usually applicable 60 day billing window for extra expenses is not applicable in this case since additional cases are not addressed in the contract and this billing is simply based on a doctrine of fair compensation for work actually completed. The proposed compensation for these additional cases worked is equivalent to what attorney Swinney was being paid for the cases he worked under the contract (ie \$169 per case).

SUMMARY

Luke Swinney requests \$1,183.00 for the 7 cases he was appointed in 2010 above and beyond his contractual case cap of 360 cases.

RECOMMENDATION

Approve the resolution compensating Luke Swinney in the amount of \$1,183.00

ANTICIPATED FISCAL IMPACT

Minor. While this expense was not anticipated in the 2011 budget for District Court legal services, it will be billed to the Cities based on the established billing percentage rate for 2011 and Benton County's share of this expense will only be about \$435 (36.8%).

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY LUKE SWINNEY FOR PROVIDING
INDIGENT DEFENSE SERVICES IN 7 CASES OVER HIS CONTRACTUAL CAP IN
2010**

WHEREAS, Benton County provides indigent defense services for cases prosecuted by the City of Richland in District Court by way of contract attorneys; and

WHEREAS, attorney Luke Swinney is one of such contract attorneys and was contractually obligated, and compensated, to accept 360 case appointments in 2010; and

WHEREAS, despite the contractual limit of 360 cases and the best efforts of the Office of Public Defense and District Court in so limiting attorney Swinney's case appointments, attorney Swinney was actually appointed 367 cases for 2010; and

WHEREAS, it is therefore appropriate and fair to compensate attorney Swinney for the 7 cases he accepted in excess of his contractual cap at the rate of \$169 per case, representing the equivalent per case rate as he was paid pursuant to his contract for the remaining 360 cases he accepted during 2010;

NOW THEREFORE, BE IT RESOLVED THAT attorney Luke Swinney be compensated in the amount of \$1,183 (representing 7 cases at a rate of \$169 per case) for cases to which he was appointed as public defender in the year 2010, above and beyond his contractual case cap obligations.

Dated this day of, 20

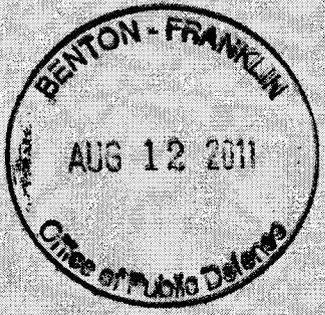
Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

Attorney of Record <i>Luke Swinney #41936</i>		Contract No. (please contact us if you do not have a contract no. – <u>this is required</u>) <i>BCDC1113LPS001</i>	
Case Name (if applicable) <i>N/A</i>		Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile	Case Number (if applicable) <i>N/A</i> <input type="checkbox"/> Sealed
Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input checked="" type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket	Maximum authorized amount for case or contract (if applicable) Amounts previously paid out of maximum (if applicable) Amount being requested in this Claim for Compensation <div style="font-size: 2em; text-align: center;"><i>1,183.00</i></div>	Tracking No. (Office use only) <div style="text-align: center;">  </div>	

I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:
 - pursuant to the terms of the contract referenced above, I am entitled to the amount of compensation claimed above;
 - the attached detailed billing statement is true and accurate to the best of my knowledge;
This Claim for Compensation must be accompanied by a detailed itemized statement in order for payment to be approved.

[Signature]

 Attorney of Record

8/9/11

 Date

To the Benton or Franklin County Auditor – You are hereby requested to disburse the amount stated in the shaded box below directly to the attorney of record identified above.

OPD/JJC Approval		Amount: <i>\$1,183.00</i>	
Authorized signature <i>[Signature]</i>	Date <i>9/14/11</i>		

Upon conviction the Benton County Clerk may assess these costs directly upon defendant

Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336

Tel: (509) 222-3700 Email: opd@co.benton.wa.us

TO: Benton County OPD
FROM: Luke Swinney
DATE: 8/9/11
RE: 2010 Caseload

Attached are copies of the final case totals for my contract in 2010. The yearly total was 367, seven over my case cap limit. See Figures below:

Dec. - 32
Nov. - 19
Oct. - 28
Sep. - 36
Aug. - 27
Jul. - 36
Jun. - 27
May - 25
Apr. - 25
Mar. - 34
Feb. - 27
Jan. - 51

2010 Total = 367 cases.

$\$169 \times 7 \text{ cases} = \$ 1,183$ requested for compensation.



I. Contract w/Lindstrom Construction Co., LLC for Restroom Project @ Rattlesnake Mt Shooting Facility

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 10/25/2011	Execute Contract	_____
Subject: Public Works Contract	Pass Resolution	_____
Prepared by: L. Small	Pass Ordinance	_____
Reviewed by: K. Mercer	Pass Motion	_____
	Other	_____
	Consent Agenda	_____X_____
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

Membership and use at the Rattlesnake Mountain Shooting Facility has grown steadily over the past 20 years. The "Rose-Iris Range", the most heavily used part of the Shooting Facility at the main entrance, is currently undergoing a facelift and has outgrown the use of portable toilets. The placement of a permanent restroom at this location was identified as a good partnership project for Benton County Parks to lead as improvements to the Shooting Facility.

Per Resolution 11-095 dated January 31, 2011, the Board of Benton County Commissioners approved the contract with Ray Poland & Sons Inc., Kennewick, WA. for the installation of the foundation and electrical/plumbing connections for the emplacement of a modular restroom, to include, a septic tank and drain field.

Proposals were solicited for the finish of all necessary hook-ups to the pre-fabricated restroom, and they are as follows:

- Lindstrom Construction Co., LLC - \$18,460.00 plus WSST
- Ray Poland & Sons, Inc. – Did not respond

RECOMMENDATION

The proposal was reviewed and the recommendation is to approve the attached contract between Benton County and Lindstrom Construction Co., LLC in the amount of \$18,460.00 plus WSST for the necessary hook-ups to the pre-fabricated restroom located at the Rattlesnake Mountain Shooting Facility.

FISCAL IMPACT

The total cost of the project is \$19,992.18 including WSST, with a total contract amount not to exceed \$23,826.00 including WSST to cover any acceptable overages, incidentals and other unanticipated cost.

MOTION

Move to approve the contract between Benton County and Lindstrom Construction Co., LLC for the necessary hook-ups to the pre-fabricated restroom located at the Rattlesnake Mountain Shooting Facility with a total contract amount not to exceed \$22,000.00 plus WSST, and authorize the Chairman of the Board to sign said contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND LINDSTROM CONSTRUCTION CO., LLC TO FINISH HOOK-UPS DESIGNED FOR THE RESTROOM PROJECT LOCATED AT RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, Benton County hired a contractor earlier this year to construct the foundation and install electrical/plumbing connections for the emplacement of a modular restroom; to include, a septic tank and drain field located at the Rattlesnake Mountain Shooting Facility; and

WHEREAS, this second phase of the project consist of a contractor to finish all necessary hook-ups to said restroom; and

WHEREAS, proposals were solicited and received from the following:

- Lindstrom Construction Co., LLC, Richland, WA - \$18,460.00 plus WSST
- Ray Poland & Sons, Kennewick, WA – Did not respond

WHEREAS, the Benton County Parks Department reviewed the quote and recommends awarding the said services of the hook-ups for the pre-fabricated restroom to Lindstrom Construction Co., LLC - Contractors License No. LINDSCC943C8 in the accordance with their proposal in the amount of \$18,460.00 plus WSST; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the services to finish the final hook-ups to the pre-fabricated restroom located at Rattlesnake Mountain Shooting Facility to Lindstrom Construction Co., LLC, Richland, WA for a contract amount of \$18,460.00 plus WSST with a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$22,000.00 plus WSST; and

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **LINDSTROM CONSTRUCTION CO., LLC** a Washington corporation with its principal offices at 1135 Halter Court, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Proposal Dated 8/31/11
- b. Exhibit B - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to provide all labor and material to finish all necessary hook-ups to the Rattlesnake Mountain Shooting Facility Restroom Project, all in accordance with Exhibit A attached hereto.

In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIM CC2011-23

WHEREAS, The Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed CC2011-23; and

WHEREAS, The Board of Benton County Commissioners has reviewed the recommendation of the Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; **NOW, THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners further approves the denial of CC2011-23.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIM CC2011-25

WHEREAS, The Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed CC2011-25; and

WHEREAS, The Board of Benton County Commissioners has reviewed the recommendation of the Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners further approves the denial of CC2011-25.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>10/25/2011</u>	Execute Contract	<u> x </u>
Subject:	<u>Lourdes Occupational Health Contract</u>	Pass Resolution	<u> </u>
Prepared by:	<u>B.Perry</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>M.Wenner</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

Various departments or offices within Benton County have employees that are exposed to occupational noise levels that may result in hearing loss. As required by safety and health regulations, these employees are to be tested annually with an audiogram to ensure that hearing loss has not occurred as a result of occupational exposure. Some employees are also required to wear respiratory protection as a part of their job duties. Employees who wear respiratory protection on a required basis must undergo respiratory testing to ensure the employee is physically fit to wear a respirator. The Safety and Training Coordinator recommends entering into a personal services agreement with Lourdes Occupational Health, beginning on October 25 2011 and ending on December 31 2013, to perform the this testing for employees on site.

SUMMARY

Lourdes Occupational Health would provide audiograms and respiratory testing for employees required to have this testing done.

RECOMMENDATION

Recommend approval of contract and resolution.

FISCAL IMPACT

Not to exceed \$7500 per year.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO OUR LADY OF LOURDES dba LOURDES OCCUPATIONAL HEALTH FOR CONDUCTING AUDIOGRAMS AND PERFORMING RESPIRATORY TESTING FOR BENTON COUNTY EMPLOYEES.

WHEREAS, Safety and Health regulations require testing to be performed on a regular basis to monitor hearing loss that may occur due to occupational noise exposure, as well as respiratory testing of employees that would be required to wear any air filtering or air supplying device as part of their job duties; and

WHEREAS, it has been determined that multiple departments have employees with occupational exposures to noise levels exceeding permissible exposure limits; and

WHEREAS, it has also been determined that multiple departments have employees that must wear respiratory protective devices as part of their job duties; and

WHEREAS, the Safety and Training Coordinator recommends a personnel services contract with Lourdes Occupational Health to perform these required functions; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Safety and Training Coordinator's recommendation and awards a personal service contract to Lourdes Occupational Health to provide audiograms and respiratory testing for Benton County Employees that are required to do so according to safety and health regulations in an amount not exceed \$7,500 per calendar year; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the personal services contract attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract commences on October 25, 2011 and expires on December 31, 2013.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and OUR LADY OF LOURDES dba LOURDES OCCUPATIONAL HEALTH, with its principal offices at 9915 Sandifur Parkway Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. [Terms and Conditions]

2. DURATION OF CONTRACT

The term of this Contract shall begin October 18, 2011 and shall expire on December 31, 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 expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Respiratory testing for employees that may need to wear an air filtering or air supplying apparatus in conjunction with their job duties at Benton County, and interpretation of those results to indicate that tested employees are fit to use air filtering or air supplying apparatus. Audiograms for employees that may be exposed to excessive noise as part of their job duties at Benton County and interpretation of those results.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 10/25/11 Subject: Penser Designation Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

On September 13, 2011, the Board of Benton County Commissioners signed a personal service contract for unemployment claims management services with Penser NorthAmerica. A Designation of Employer Representative form must be signed by the Chairman of the Benton County Board of County Commissioners in order for the Department of Employment Security to begin sending information to Penser related to Benton County's unemployment compensation.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the Chairman of the Board of Benton County Commissioners sign the Department of Employment Security Designation of Employer Representative form.

FISCAL IMPACT

Approved Personal Services Contract with Penser NorthAmerica, Resolution 11-577, with a fiscal impact of \$805 per month not to exceed \$9,660 annually to be paid out of the Insurance Management Fund.

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 DEPARTMENT OF EMPLOYMENT SECURITY DESIGNATION OF EMPLOYER REPRESENTATIVE FORM FOR UNEMPLOYMENT CLAIMS MANAGEMENT SERVICES BY PENSER NORTHAMERICA, INC.

WHEREAS, on September 13, 2011, the Benton County Board of Commissioners entered into a Personal Service Contract with Penser NorthAmerica, Inc. for unemployment claims management services, resolution 11-577; and

WHEREAS, Benton County must sign the Department of Employment Security Designation of Employer Representative form authorizing Penser NorthAmerica, Inc. to represent Benton County on matters related to Benton County's unemployment compensation claims; and

WHEREAS, Penser NorthAmerica, Inc. will provide loss control services to Benton County in order to help reduce unemployment claims costs resulting in a significant costs savings to Benton County; and

WHEREAS, the Personnel/Risk Manager recommends signing the Department of Employment Security Designation of Employer Representative form; **NOW, THEREFORE**

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Department of Employment Security Designation of Employer Representative form; and

BE IT FURTHER RESOLVED, the term of the contract with Penser NorthAmerica, Inc. commences October 1, 2011 and expires on September 30, 2014.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: R. Sparks, M. Wenner, R. Ozuna, Penser NorthAmerica, Inc.

Department of Employment Security
Experience Rating Unit
P.O. Box 9046
Olympia, WA 98507-9046

Re: Designation of Employer Representative

Co. Name: Benton County

ES Ref. No: 945026 10 8

To whom it may concern:

This is to advise the appointment of address change to:

Penser NorthAmerica, Inc.
700 Sleater-Kinney Rd, S.E., Suite B, #170
Lacey, WA 98503
Phone: (360) 455-4128
Fax: (360) 455-0377

Penser is authorized to represent the above listed employer account on any and all matters related to unemployment compensation to be effective this ____ day of _____, 2011.

Penser has advised us that this letter of authorization releases confidential account and claims information. Please change Employment Securities' outgoing mail address to reflect Penser's, as shown above. Thank you for your help with this matter.

Signed: _____

Name: _____

Position: _____

Address: 7122 W. Okanogan

Kennewick, WA 99336

Phone: 509 736 3064

Fax: 509 737 2778

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 10/25/11 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 November 2011.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for November 2011.

FISCAL IMPACT

N/A

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>October 25, 2011</u>	Execute Contract	_____
Subject:	<u>Toilet Paper Resolution - Jail</u>	Pass Resolution	___x___
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	_____
Reviewed by:	<u>K. Mercer</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	__x__
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

SUMMARY

The Benton County Sheriff's Office solicited the following companies from the Benton County Vendors list to provide a quote for seven hundred fifty (750) cases of toilet paper:

- Crown Paper and Janitorial Supplies Inc., Walla Walla, WA (\$24,294.40 including sales tax and shipping)
- Columbia Basin Paper & Supply, Pasco, WA (\$24,992.93 including sales tax and shipping)
- Office Depot, Boca Raton, FL (\$44,787.47 including sales tax and excluding shipping)
- Airgas Safety, Whittier, CA (25,911.17 including sales tax and excluding shipping)

RECOMMENDATION

Crown Paper and Janitorial Supplies Inc. has the lowest price for seven hundred fifty (750) cases of toilet paper.

The Jail Captain has reviewed the quotes for completeness and recommends purchasing seven hundred fifty (750) cases of toilet paper from Crown Janitorial Supply Inc., Walla Walla, WA.

FISCAL IMPACT

Amount not to exceed shall be \$24,500 (Crown quote was \$24,294.40)

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF SEVEN HUNDRED FIFTY (750) CASES OF TOILET PAPER FROM CROWN PAPER AND JANITORIAL INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

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 solicited the following companies from the Benton County Vendors list to provide a quote for seven hundred fifty (750) cases of toilet paper; and

Crown Paper and Janitorial Supplies Inc., Walla Walla, WA (\$24,294.40 including sales tax and shipping)
Columbia Basin Paper & Supply, Pasco, WA (\$24,992.93 including sales tax and shipping)
Office Depot, Boca Raton, FL (\$44,787.47 including sales tax and excluding shipping)
Airgas Safety, Whittier, CA (25,911.17 including sales tax and excluding shipping)

WHEREAS, Crown Paper and Janitorial Supplies Inc. has the lowest price for seven hundred fifty (750) cases of toilet paper; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing seven hundred fifty (750) cases of toilet paper from Crown Janitorial Supply Inc., Walla Walla, WA; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of seven hundred fifty (750) cases of toilet paper from Crown Janitorial Supply Inc., Walla Walla, WA in the amount of \$24,294.40 including WSST and shipping with the total amount payable not to exceed \$24,500.00 including WSST and shipping.

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: Sheriff's Office
cc: Auditor;

D. Pettey

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BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 10/25/11	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: <u> Proclamation for</u> <u> National Adoption Day</u>	Pass Resolution	_____	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: <u> Pat Austin</u>	Other	_____	OTHER _____
Reviewed By: _____	Approve for Hearing	_____	

BACKGROUND INFORMATION

The Court is preparing for the sixth year to participate in National Adoption Day. The Benton and Franklin Counties Superior Court will be holding it's ceremony on November 18, 2011 and would like both Benton and Franklin Counties to proclaim November 18th as National Adoption Day.

SUMMARY

RECOMMENDATION

Recommend signing proclamation.

FISCAL IMPACT

MOTION

I move to declare November 18, 2011 as National Adoption Day in Benton County and sign the proclamation.

NATIONAL ADOPTION DAY PROCLAMATION

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the County of Benton County recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, more than 129,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, to help these children find permanent, nurturing families, the local courts of Benton County will open their doors on National Adoption Day, Friday, November 18, 2011 to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, I, Leo Bowman, Chairman of the Benton County Commissioners, by virtue of the authority vested in me, do hereby proclaim November 18, 2011, as NATIONAL ADOPTION DAY in this county, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

DATED this _____ day of _____, 2011.

Leo Bowman, Chairman of the Board

Attest:

Jim Beaver, Member

Clerk of the Board

Shon Small, Member

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	Interpreter Reimbursement Agreement	Type of Action		
MEETING DATE:	10/25/11	Execute Contract		CONSENT AGENDA <u>X</u>
SUBJECT:	Interpreter Agreement	Pass Resolution	<u>X</u>	PUBLIC HEARING _____
		Pass Ordinance	_____	1 ST DISCUSSION _____
		Pass Motion	_____	2 ND DISCUSSION _____
Prepared By:	Pat Austin	Other	_____	OTHER _____
Reviewed By:	Loretta Smith-Kelty	Approve for Hearing		

BACKGROUND INFORMATION

In 2008 the Superior Court joined all courts within Benton & Franklin Counties in an application to reimburse individual courts for costs related to court interpreters. The regional application was successful in its application and has once again received funding for fiscal year 2011-2012. The Superior Court is requesting Benton County to authorize entering into the 2011-2012 Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs for interpreter services consistent with the attached agreement.

SUMMARY

Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures.

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA12160 between the Administrative Office of the Courts and Benton County.

FISCAL IMPACT

Benton County will receive up to a maximum of \$14,539.00 in qualified reimbursement costs for interpreter expense through the Superior Court during the period of July 1, 2011 – June 30, 2012.

MOTION

I move to approve Benton County Resolution No. _____ and sign interagency Agreement #IAA12160 between the Administrative Office of the Courts and Benton County.

BENTON COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON
COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA12160
BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON ADMINISTRATIVE
OFFICE OF THE COURTS**

WHEREAS, the Superior Court received notification on October 14, 2011 of available interpreter reimbursement funding to Benton County for the period of performance commencing July 1, 2011 and terminating on August 31, 2012; and

WHEREAS, Patricia Austin, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County be approved as presented, **NOW, THEREFORE**

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

DATED this _____ day of _____, 2011.

BENTON COUNTY BOARD OF COMMISSIONERS

Leo Bowman, Chairman of the Board

Jim Beaver, Member

Shon Small, Member

ATTEST:

Clerk of the Board

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

INTERAGENCY AGREEMENT IAA12160
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON COUNTY

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and Benton County, a political subdivision of the State of Washington (“County”) for the purpose of distributing funds for court interpreter expenses to the Benton County Superior 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/
- 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/
- 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.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AN AMENDMENT TO THE "ARMORED CAR SERVICES AGREEMENT #230-186769 (RES 08-1008 & 10-121) FOR NEW DECREASED MONTHLY RATE SCHEDULE.

WHEREAS, the County Treasurer finds it essential to have armored car services provided to our County in order to ensure the safety and security of County funds in route to KeyBank for deposit; and

WHEREAS, the County Treasurer requested bids for this service pursuant to Benton County resolution 11-405 because the current contract with Garda Cash Logistics is up for renewal; and

WHEREAS, bids were received from Garda Cash Logistics and Loomis; and

WHEREAS, the terms of the bids received were as follows: Garda – Kennewick location: \$344/month, Prosser location: \$344/month with no fuel/insurance surcharges. Loomis – Kennewick location: \$440/month, Prosser location: \$550/month with additional surcharges for fuel and insurance; and

WHEREAS, the Treasurer has evaluated all of the bids received and determined that it is in the best interest of the County to renew our current agreement with Garda Cash Logistics with an amendment to "Schedule A" for a decreased monthly rate; and

WHEREAS, the term of the new amendment shall be for one year beginning November 1, 2011, and shall automatically renew thereafter from year to year until cancelled by either party giving written notice of cancellation; **NOW, THEREFORE**

BE IT RESOLVED, the Chairman of the Board of County Commissioners is hereby authorized to sign the attached amendment to the "Armored Car Services Agreement" approved by Resolutions 08-1008 & 10-121.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by Nick Kooiker, Treasurer's Office

CC: Auditor's Office, Treasurer's Office, Prosecuting Attorney's Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>10/25/11</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Armored Car Services</u>	Pass Resolution	<u>X</u>	Public Hearing	_____
Prepared by:	<u>Nick Kooiker</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Keith Mercer</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

The Benton County Treasurer finds it essential to have armored car services in order to insure the safety and security of County funds in route to KeyBank for deposit. Our current contract is with Garda Cash Logistics at a rate of \$344/mo for Prosser & \$260/mo for Kennewick, but the contract also allows for Garda to charge fuel/insurance surcharges which have been about \$120/mo on average. The current contract with Garda was up for renewal in October 2011, therefore the Treasurer found it necessary to request bids for this service to insure Benton County receives the most advantageous rate. Pursuant to Benton County Resolution 11-405, the Treasurer's Office requested bids for armored car services on 9/8/11. Proposals were received and evaluated from the following vendors:

- Garda Cash Logistics – Kennewick \$344/mo Prosser \$344/mo – No fuel/insurance surcharges
- Loomis – Kennewick \$440/mo Prosser \$550/mo - + variable fuel surcharge & 7% insurance surcharge

Due to the bids received, the Treasurer finds it most advantageous to the County to renew it's agreement with Garda Cash Logistics with an amendment to "Schedule A" for a one-year contract, renewing automatically from year to year until cancelled by either party. The Benton County Prosecuting Attorney's Office has reviewed the contract and approved it as to form.

SUMMARY

The Benton County Treasurer would like to renew the contract with Garda Cash Logistics providing armored car services in order to insure the safety of County funds in transport to KeyBank. The contract for service will be the same, but "Schedule A" will be amended in order to provide us a decreased rate relative to what we've paid since 2008. The contract is for a one year time period beginning 11/1/2011, renewing automatically from year to year until notice of cancellation is given by either party.

RECOMMENDATION

It is recommended that the board pass the resolution and execute the contract with Garda Cash Logistics.

FISCAL IMPACT

With this new contract, the fiscal impact will be less to the County relative to our current contract because the vendor will not be charging any additional surcharges. All costs for this contract are paid out of the Treasurer's departmental budget. In the past, all costs for this service have been absorbed by our current expense budget without requesting a supplement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF AGREEMENT WITH DOXO, INC. WHICH ALLOWS THE COUNTY TREASURER TO SEND DIGITAL PROPERTY TAX STATEMENTS TO TAXPAYERS, ALSO ENABLING FOR THE ELECTRONIC PAYMENT OF THEIR TAXES.

WHEREAS, the County Treasurer finds it essential to utilize new and innovative ways that provide taxpayers with greater paperless payment options; and

WHEREAS, the County Treasurer has found a service provider that provides a web based billing system where tax statements can be sent digitally to the taxpayers account, also allowing them to pay their property taxes electronically; and

WHEREAS, the incremental costs to the County will be less in comparison to the charges the County currently incurs for the physical mailing of property tax statements; and

WHEREAS, the Treasurer desires to enter into agreement with Doxo, Inc for a 3 year term, automatically renewing for additional one year periods unless either party gives 30 days written notice; and

WHEREAS, the attached contract ("Exhibit A") has been reviewed and approved as to form by the Benton County Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED, the Benton County Board of Commissioners authorizes the Benton County Treasurer to sign the contract (Exhibit "A") with Doxo, Inc.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by Nick Kooiker, Treasurer's Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>10/25/11</u>	Execute Contract	_____
Subject:	<u>Doxo Payment Solutions</u>	Pass Resolution	<u>X</u>
Prepared by:	<u>Nick Kooiker</u>	Pass Ordinance	_____
Reviewed by:	<u>Keith Mercer</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>X</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

During the Benton County Board of Commissioners meeting on 10/18/11, Duane discussed with the Board a new service provider named "Doxo" which provides a web based billing system where physical property tax statements could be replaced with digital images delivered to a taxpayers account at their website. When taxpayers are notified they have a new bill, they can login to their account and pay their taxes electronically. This would result in a lesser amount of property tax statements mailed, therefore saving the County money on all of the related costs (i.e. postage, mailing services, supplies). The Treasurer would like to enter into 3 year agreement with "Doxo, Inc.", automatically renewing for additional 1 year periods unless either party gives 30 days notice. The cost to the County is on a per payment basis. The contract has been reviewed by the Benton County Prosecuting Attorney's Office.

SUMMARY

The County Treasurer desires to enter into a contract with "Doxo, Inc." in order to provide taxpayers another paperless option for paying their property taxes.

RECOMMENDATION

It is recommended that the board pass the resolution allowing the Treasurer to enter into agreement with "Doxo, Inc".

FISCAL IMPACT

Doxo will actually reduce the cost to the County relative to the current amount paid for postage, mailing services, and supplies per tax statement mailed. "Doxo, Inc" will pay all of the costs for the transfer of digital documents to Doxo from our tax statement service provider.

**Doxo, Inc.
Provider Connect Agreement**

This is an agreement between Doxo, Inc., a Delaware corporation ("Doxo") and the business or organization identified below ("Provider"). The signature of Party's authorized representatives below indicates Provider's acceptance of this Provider Connect Agreement ("Agreement"). This Agreement contains the terms and conditions governing Provider's access to and use of the Doxo Enterprise Service.

Agreement Date ("Effective Date"):	October 25, 2011
Provider:	Benton County Treasurer 620 Market Street PO Box 630 Prosser, Washington 99350
Provider Designated Contact:	Duane A. Davidson Benton County Treasurer 620 Market Street PO Box 630 Prosser, Washington 99350 Phone: 509.786.2255 Fax: 509.786.5628 Email: duane.davidson@co.benton.wa.us

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date set forth above.

Provider :

By: _____
Title: _____
Address: _____

Doxo:

Doxo, Inc.
By: 
Title: STEVEN H. SHIVERT
CEO & PRESIDENT
Address: 308 Occidental Ave. S., 2nd Floor,
Seattle, WA 98104

Approved as to form  _____ Oct. 18, 2011
Reid Hay, Deputy Prosecuting Attorney
Recitals

Doxo provides a service to its users that enables them to manage information and relationships with businesses and other organizations and, when they choose, to establish a connection to interact with and receive information from Doxo Providers.

Doxo provides businesses and other organizations with access to Doxo systems and to Doxo Users who are also customers of such organizations for purposes of interacting with and providing information to such individuals.

Terms and Conditions

1. Definitions:

In addition to capitalized terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the following meanings:

"Affiliate" means any Entity which directly or indirectly controls, is controlled by, or is under common control with the Provider. "Control," for

purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"AUP" means the Doxo Acceptable Use Policy as made available within the DES.

"Authorized Person" is an individual who has been authorized by a Provider to access and use the DES

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>10/25/11</u>	Execute Contract	_____
Subject:	<u>Increase Civil Fees</u>	Pass Resolution	<u>X</u>
Prepared by:	<u>R. Plummer</u>	Pass Ordinance	_____
Reviewed by:	<u>R. Lukson</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	_____
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION / SUMMARY

Fees for the Benton County Sheriff's Office have not been increased since 2005. With the increase in the amount of paper service and gasoline prices over the last few years, increasing our mileage fee would help offset the added expense. I compared our fees to the fees of surrounding counties and most already have a minimum mileage fee of \$10. In addition, charging 51 cents per mile coincides with our Travel Policy by following the General Services Administration guidelines.

RECOMMENDATION

Approve the attached Resolution for an increase to certain Sheriff's fees. Also, adopt the attached ordinance which has been reviewed and approved by the Prosecutor's Office.

FISCAL IMPACT

As an example of one type of paperwork served: the Civil Division serves approximately 416 Writs of Restitution a year. An increase in mileage from a minimum of \$5 to \$10 would result in an additional \$2,080 per year in revenue.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF ORDINANCE NO. _____, RELATING TO THE INCREASE IN THE FEE SCHEDULE FOR THE BENTON COUNTY SHERIFF'S OFFICE.

WHEREAS, in August, 2005, Ordinance 422 was adopted that set the fees that are to be charged by the Benton County Sheriff's Office for performing official services per RCW 36.18.040(1); and

WHEREAS, since 2005 the Sheriff's actual cost of administration and operation to provide those services has increased significantly; and

WHEREAS, RCW 36.18.040(3) provides that, notwithstanding RCW 36.18.040(1), a county legislative authority may set the amounts of fees to be collected by the Sheriff to cover the costs of administration and operation; and

WHEREAS, the cost of service provided by the Sheriff should be fully paid by the parties benefiting from such services and should not be subsidized by the Sheriff at the expense of the Sheriff's public safety mission; and

WHEREAS, the Sheriff has examined the cost of administration and operation of services provided by the Sheriff and has requested that the Board of County Commissioners act under authority of RCW 36.18.040 to increase Sheriff fees;

WHEREAS, a public hearing was held to give citizens of Benton County the opportunity to speak in favor or opposition to the proposed notice; **NOW, THEREFORE**

BE IT RESOLVED, that the foregoing Schedule of Sheriff's Fees for Official Duties be approved by the Board of Benton County Commissioners, Benton County, Washington, and

BE IT FURTHER RESOLVED, the Board automatically approves any increase in mileage as published by the General Services Administration (GSA) at <http://www.gsa.gov/portal/category/21287>; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners that Ordinance No. _____ is hereby adopted and Resolution No. 05-519 is hereby rescinded.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY
PROSECUTING ATTORNEY
Courthouse
Prosser, WA 99350

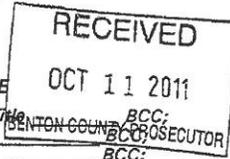
TO: *Ruth Plummer, Sheriff's office*

FROM: Rosemary

DATE: 08/09/11

RE: PROPOSED ORDINANCE

- adding a new chapter to Title
- repealing Chapter
- amending Chapter
- amending BCC 8, 34, 040
- initial review and a copy of the first draft of the ordinance has been attached.
- a draft of the ordinance has been attached.
- replacement page(s):



____ and ____
____ thru ____

to the draft provided to you on _____
has been or have been attached.

For your ease of reference, your draft received on 08/03/11

- which shows my changes in handwritten form
- which shows my changes and comments in handwritten form
- which shows no changes by me

has been attached. Please let me know if you have further changes. Thank you for your assistance in this matter.

CC: *RYAN BROWN w/ ENCL.*

ORDINANCE NO. _____

AN ORDINANCE relating to Sheriff's Fees for Official Duties; increasing the mileage rate and certain fees; amending Ordinance 422, Section 4 and BCC 8.34.040.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 422, Section 4 and BCC 8.34.040 are hereby amended to read as follows:

FEEES IMPOSED. As authorized by RCW 36.18.040(3), the following fees for official services of the Sheriff are hereby imposed:

- (a) For service of each summons and complaint, notice and complaint, summons and petition, and notice of small claim on one defendant at any location, twenty (20) dollars, and on two (2) or more defendants at the same residence, twenty-five (25) dollars, besides mileage;
- (b) For making a return, besides mileage actually traveled, ten (10) dollars;
- (c) For levying each writ of attachment or writ of execution upon real or personal property, besides mileage, fifty (50) dollars per hour;
- (d) For filing a copy of a writ of attachment or writ of execution with auditor, twenty (20) dollars plus auditor's filing fee;
- (e) For serving a writ of possession or restitution without aid of the county, besides mileage, forty (40) dollars;
- (f) For serving a writ of possession or restitution with aid of the county, besides mileage, sixty (60) dollars plus fifty (50) dollars for each hour after one hour;
- (g) For serving an arrest warrant in any action or proceeding, besides mileage, fifty (50) dollars;
- (h) For executing any other writ or process in a civil action or proceeding, besides mileage, fifty (50) dollars per hour;
- (i) For each mile actually and necessarily traveled in going to or returning from any place of service, or attempted service, (~~(fifty (50))~~) fifty-one (51) cents per mile (increases authorized as published by the General Services Administration) with a (~~(five (5))~~) ten (10) dollar minimum mileage charge;
- (j) For making a deed to lands sold upon execution or order of sale or other decree of court, to be paid by the purchaser, fifty (50) dollars;
- (k) For making copies of papers when sufficient copies are not furnished, two (2) dollars for first page and fifty (50) cents per each additional page;

(l) For the service of any other document and supporting papers for which no other fee is provided for herein, twenty-five (25) dollars for one party and thirty (30) dollars for two or more parties at the same residence;

(m) For posting a notice of sale, or postponement, fifteen (15) dollars besides mileage;

(n) For certificate or bill of sale of property, or certificate of redemption, fifty (50) dollars;

(o) For conducting a sale of property, fifty (50) dollars per hour spent at a sheriff's sale;

(p) For notarizing documents, five (5) dollars for each document;

(q) For fingerprinting for non-criminal purposes, fifteen (15) dollars for each person for up to two (2) sets, and three (3) dollars for each additional set;

(r) For mailing required by statute, whether regular, certified, or registered, the actual cost of postage;

(s) For an internal criminal history records check, fifteen (15) dollars;

(t) For the reproduction of audio, visual, or photographic material, to include magnetic microfilming, the actual cost plus personnel time.

SECTION 2. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington



Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

CHAPTER 8.34
SHERIFF'S FEES FOR OFFICIAL DUTIES

SECTIONS:

- 8.34.010 Purpose
- 8.34.020 Administration and Collection
- 8.34.030 Fees--Adjustment
- 8.34.040 Fees Imposed
- 8.34.050 Severability
- 8.34.060 Effective Date

8.34.010 PURPOSE. The purpose of this chapter is to exercise the authority granted the Board of Benton County Commissioners by RCW 36.18.040(3) and establish the fees that the Benton County Sheriff must collect for official services to cover the costs of administration and operation.

[Ord. 422 (2005) § 1]

8.34.020 ADMINISTRATION AND COLLECTION. The administration and collection of the fees imposed by this chapter shall be with the office of the Sheriff.
[Ord. 422 (2005) § 2]

8.34.030 FEES--ADJUSTMENT. To continue to meet the costs of administration and operation of providing the services set forth in BCC 8.34.040, such fees shall be adjusted automatically every January 1 to account for any increase in the Consumer Price Index (CPI-W) for the Spokane area as of the preceding July report.
[Ord. 422 (2005) § 3]

8.34.040 FEES IMPOSED. As authorized by RCW 36.18.040(3), the following fees for official services of the Sheriff are hereby imposed:

- (a) For service of each summons and complaint, notice and complaint, summons and petition, and notice of small claim on one defendant at any location, twenty (20) dollars, and on two (2) or more defendants at the same residence, twenty-five (25) dollars, besides mileage;
- (b) For making a return, besides mileage actually traveled, ten (10) dollars;
- (c) For levying each writ of attachment or writ of execution upon real or personal property, besides mileage, fifty (50) dollars per hour;

- (d) For filing a copy of a writ of attachment or writ of execution with auditor, twenty (20) dollars plus auditor's filing fee;
- (e) For serving a writ of possession or restitution without aid of the county, besides mileage, forty (40) dollars;
- (f) For serving a writ of possession or restitution with aid of the county, besides mileage, sixty (60) dollars plus fifty (50) dollars for each hour after one hour;
- (g) For serving an arrest warrant in any action or proceeding, besides mileage, fifty (50) dollars;
- (h) For executing any other writ or process in a civil action or proceeding, besides mileage, fifty (50) dollars per hour;
- (i) For each mile actually and necessarily traveled in going to or returning from any place of service, or attempted service, fifty-one (51) cents per mile (increases authorized as published by the General Services Administration) with a ten (10) dollar minimum mileage charge;
- (j) For making a deed to lands sold upon execution or order of sale or other decree of court, to be paid by the purchaser, fifty (50) dollars;
- (k) For making copies of papers when sufficient copies are not furnished, two (2) dollars for first page and fifty (50) cents per each additional page;
- (l) For the service of any other document and supporting papers for which no other fee is provided for herein, twenty-five (25) dollars for one party and thirty (30) for two or more parties at the same residence;
- (m) For posting a notice of sale, or postponement, fifteen (15) dollars besides mileage;
- (n) For certificate or bill of sale of property, or certificate of redemption, fifty (50) dollars;
- (o) For conducting a sale of property, fifty (50) dollars per hour spent at a sheriff's sale;
- (p) For notarizing documents, five (5) dollars for each document;
- (q) For fingerprinting for non-criminal purposes, fifteen (15) dollars for each person for up to two (2) sets, and three (3) dollars for each additional set;
- (r) For mailing required by statute, whether regular, certified, or registered, the actual cost of postage;
- (s) For an internal criminal history records check, fifteen (15) dollars;

RECEIVED: 08/03/11 BCPA-PROSSER/RO
FROM: RUTH PLUMMER, S.O.
PROPOSED CHANGES TO CH 8.34 BCC
RECEIVED - NO CHANGES SHOWN (p. 3)

(t) For the reproduction of audio, visual, or photographic material, to include magnetic microfilming, the actual cost plus personnel time.
[Ord. 422 (2005) § 4]

8.34.050 SEVERABILITY. If any provision of this chapter is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the chapter and the applicability thereof to other persons and circumstances shall not be affected thereby.
[Ord. 422 (2005) § 5]

8.34.060 EFFECTIVE DATE. This chapter shall take effect and be in full force upon its passage and adoption.
[Ord. 422 (2005) § 6]

Steven W. Becken
Public Works Manager
Malcolm Bowie, P.E.
Benton County Engineer

Continued Vacation Unimproved Right of Way In
Finley – S Schuetze

Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Benton County

Department of Public Works

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

October 18, 2011

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Continued Public Hearing on Proposed Right of Way Vacation
Unimproved Right of Way
Sections 27 & 34, Township 8 North, Range 30 East, WM
CE 1953 VAC

Commissioners:

At the public hearing held on October 11, 2011, on the above referenced right of way vacation proposed by Kennewick Irrigation District (KID), Benton County Public Works submitted a report recommending approval of a portion of the request and denial of a portion of the request. We recommended that the right of way between Sections 27 and 34 be retained for the County Road System of the future.

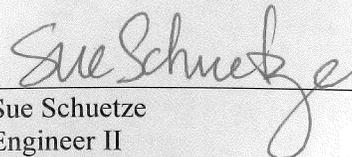
The morning of the public hearing Public Works Staff met with KID representatives who disagreed with the recommendation to not vacate a portion of the right of way. They stated that a preliminary plat had been prepared for this property. The Planning Department had declared the submittal to be incomplete and returned the plat to them for further information. This office, not having seen the preliminary plat and under the impression that it may address our concerns in recommending the retainage of the East/West right of way, recommended a continuance of the public hearing.

Staff from Public Works and the Planning Department met with KID staff to review the proposed preliminary plat. KID is attempting to have all of the property that they own, that would be impacted by this vacation, listed under one parcel number so that they can transfer density and cluster homes. We discussed various ways this may be accomplished, such as a vacation of the East/West right of way subject to the recording of the plat. Because the vacation would not go into effect until the time of the recording of the plat, this would not achieve what they are trying to accomplish.

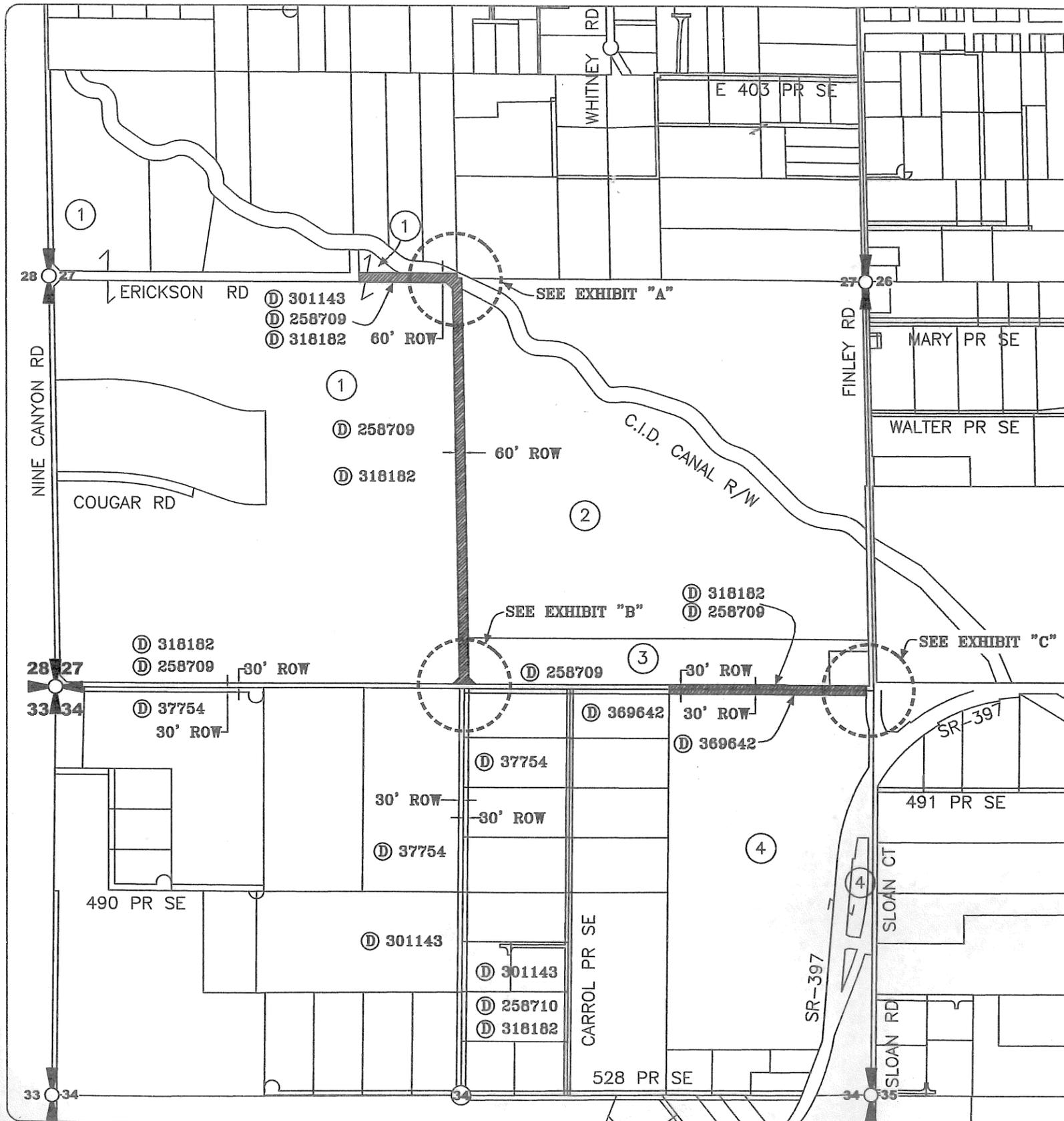
The preliminary plat we reviewed did not include a road between Finley Road and Nine Canyon Road. The piece they wish to vacate would leave the County with a ¾ mile long dead end road right of way. We remain committed to our original recommendations. In conclusion we recommend approval of the North/South right of way vacation, and also the East/West right of way vacation off Erickson Road. We also continue to recommend denial of the East/West right of way vacation between Sections 27 and 34.



Steven W. Becken
Public Works Manager



Sue Schuetze
Engineer II



Scale In Feet
0 400 600 900

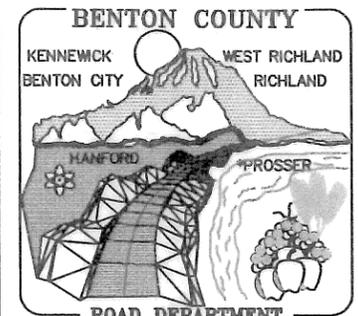
OWNERSHIP:

- ① 1-2780-300-0000-001
- ② 1-2780-400-0002-000
- ③ 1-2780-401-0772-002
- ④ 1-3480-100-0001-002

KENNEWICK IRRIGATION DISTRICT
P.O. BOX 6900
KENNEWICK, WA 99336

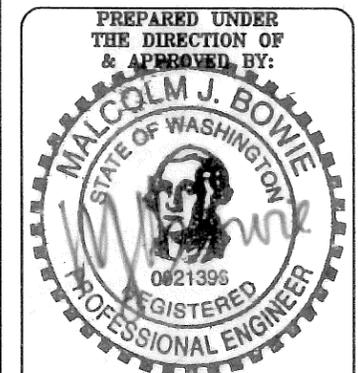
NOTES:

- 1) PROPOSED VACATION AREA SHADED WITH HATCHING.
- 2) PROPERTY LINES ARE APPROXIMATE ONLY.



UNIMPROVED R/W
SEC 27 & 34
T. 8 N., R. 30 E.,
W.M. BY K.I.D.

CE 1953 VAC



PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MALCOLM J. BOWIE
REGISTERED PROFESSIONAL ENGINEER
EXPIRES 03-31-12
BENTON COUNTY ENGINEER
DATE:

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N: LSS DATE: 9/1/11
SCALE: Noted
REVISION:

PLAN VIEW

SHEET 1 OF 2

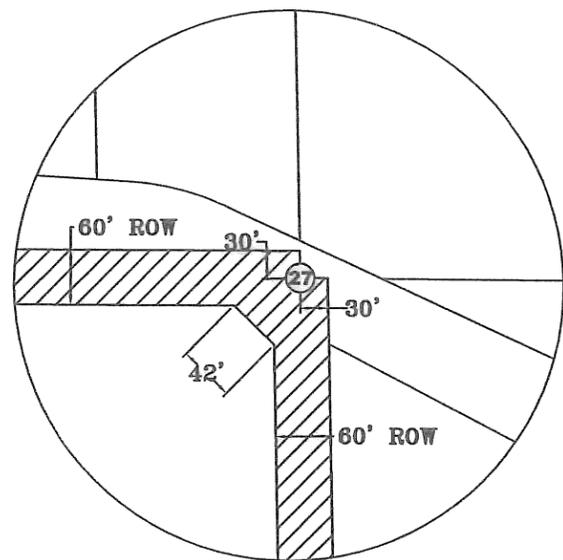


EXHIBIT "A"

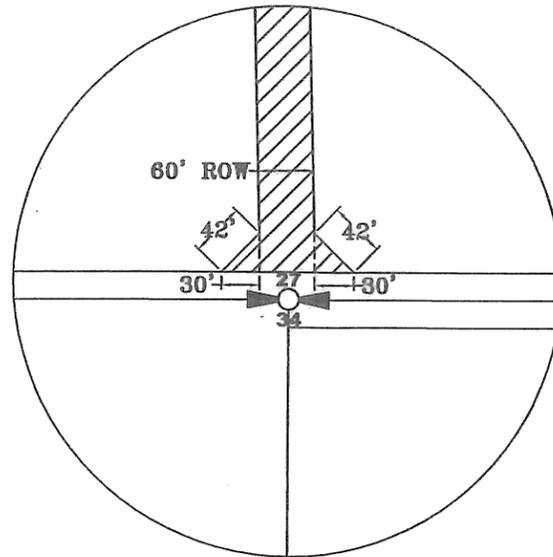


EXHIBIT "B"

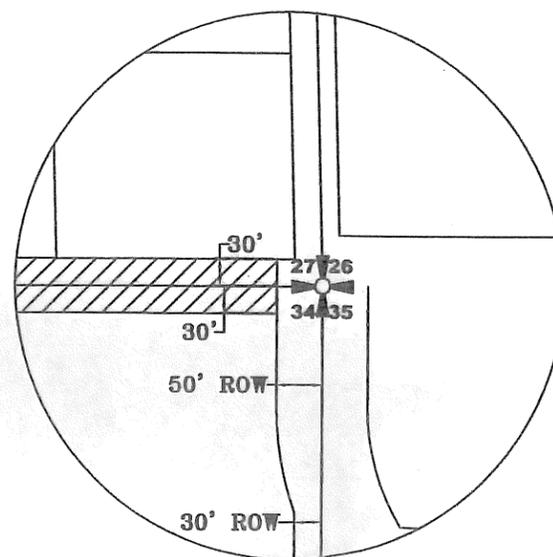
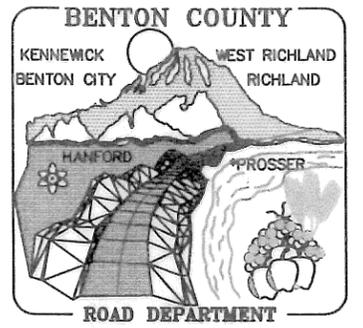


EXHIBIT "C"

NOT TO SCALE

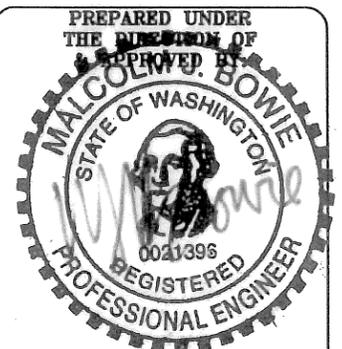
NOTES:

- 1) PROPOSED VACATION AREA SHADED WITH HATCHING.
- 2) PROPERTY LINES ARE APPROXIMATE ONLY.



UNIMPROVED R/W
SEC 27 & 34
T. 8 N., R. 30 E.,
W.M. BY K.I.D.

CE 1953 VAC



EXPIRES 03-31-12

BENTON COUNTY
ENGINEER
DATE:

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-6666
ALL UNDERGROUND UTILITIES AND STRUCTURES
ARE NOT SHOWN. THE LOCATION OF THOSE
SHOWN ARE APPROXIMATE. THE CONTRACTOR
IS RESPONSIBLE TO FIELD VERIFY BOTH
UNDERGROUND & ABOVE GROUND EXISTING
CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION
OF CONFLICTS.

DR'N: LSS	DATE: 9/1/11
SCALE: NOT TO SCALE	
REVISION:	

EXHIBITS

SHEET 2 OF 2

**MEMORANDUM OF UNDERSTANDING
B E T W E E N
WASHINGTON STATE MILITARY DEPARTMENT
A N D
BENTON COUNTY, WASHINGTON
FRANKLIN COUNTY, WASHINGTON**

This memorandum, by and between the Washington State Military Department, Emergency Management Division, State Enhanced 911 Program (otherwise hereinafter known as "STATE"), and Benton County, Washington, and Franklin County, Washington, (otherwise hereinafter known as the "COUNTIES ").

WHEREAS, Benton County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the state of Washington, and particularly those set forth in RCW Title 36;

WHEREAS, Franklin County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the state of Washington, and particularly those set forth in RCW Title 36; and,

WHEREAS, the STATE is authorized to coordinate and facilitate the implementation and operation of enhanced 911 emergency communications (E91 1) systems throughout the state pursuant to RCW 38.52.520, and encourages regional E911 systems where feasible to simplify network design and promote operating efficiencies and long-term cost savings; and,

WHEREAS, the STATE is authorized to coordinate and facilitate the implementation and operation of enhanced 911 emergency communications (E91 1) systems throughout the state pursuant to RCW 38.52.520, and encourages regional E911 systems where feasible to simplify network design and promote operating efficiencies and long-term cost savings; and,

WHEREAS, Benton and Franklin Counties, by virtue of RCW 38.52.510, are directed to implement and mandated to provide funding for E911 systems on a county-wide basis and have done so; and,

WHEREAS, Benton County, Washington, and Franklin County, Washington, desire to study the feasibility of entering into an interlocal cooperation agreement to consolidate their respective E911 systems to determine if it is in the best interests of the counties, and their residents; and,

WHEREAS, the STATE desires to conduct a study of the feasibility of consolidation of E911 between Benton County, Washington; and Franklin County, Washington; and,

WHEREAS, the parties enter into this Memorandum of Understanding (this Memorandum) to outline the scope of a study for consolidated regional E911 system operations, their expectations, and obligations.

NOW, THEREFORE, in consideration of the promise and premises, terms and conditions set forth below, it is hereby agreed as follows:

1. The purpose of this Memorandum is to set forth the terms and conditions under which the parties will conduct and participate in the study of the feasibility of operating a regional E911 system serving Benton County, Washington, and Franklin County, Washington. This Memorandum is limited to this purpose and does not apply to any other power, privilege, or authority, which may be exercised by any party.
2. The STATE shall have the following duties with the advice of the Regional E911 Advisory Committee established pursuant to Paragraphs Three and Four below:
 - A. Develop and conduct a well-defined mission statement and work plan for the study.
 - B. Produce a Request for Proposal to obtain appropriate consulting assistance.
 - C. Select and enter into a contract to acquire consulting services.
 - D. Develop an overall project schedule including critical project milestones.
 - E. Monitor performance and products produced by the consultant.
 - F. Pay for all consulting services based upon completion of performance criteria.
 - G. Act as the overall project coordinator to assure timely delivery of the feasibility documents.
3. The COUNTIES shall have the following duties:
 - A. The COUNTIES shall establish a Regional E911 Advisory Committee pursuant to paragraph Four below.
 - B. The Regional E911 Advisory Committee shall advise the State regarding:
 - 1) Statements of desired outcomes.
 - 2) Any unique circumstances of Benton County, Washington, and Franklin County, Washington,
 - 3) All agencies and service providers affected by the proposed system.
 - 4) A recommended Schedule of public meetings for presentation of the study and public comment.

C. The COUNTIES shall provide to the State Consultant all requested historical operating information, growth projections, and other relevant materials necessary to evaluate the feasibility of establishing a regional E911 system.

4. The COUNTIES shall establish a Regional E911 Advisory Committee to work with the State Consultant. The Committee shall have ten members, 5 from each of the COUNTIES selected by the Board of Commissioners.

5. This Memorandum shall commence immediately upon execution by the parties and shall terminate upon completion and acceptance of the feasibility study. This memorandum may terminate, in whole or in part, prior to that date upon the agreement of all the parties.

APPROVED this 12th day of October 2011

FRANKLIN COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS

Chair

Chair Pro Tem

Member

Attest:

Clerk to the Board

Deputy Prosecuting Attorney

APPROVED this 12th day of October 2011

Benton COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS

Chair

Chair Pro Tem

Member

Attest:

Clerk to the Board

Deputy Prosecuting Attorney

WASHINGTON STATE MILITARY
DEPARTMENT

James M. Mullen, Director
Emergency Management Division
Washington State Military Department

APPROVED AS TO FORM

Assistant Attorney General

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Oct. 25, 2011</u>	Execute Contract	_____	Consent Agenda
Subject: <u>Code Enforcem</u>	Pass Resolution	_____	Public Hearing
Prepared by: <u>Shari Ginther</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>Steve Brown</u>	Pass Motion	_____	2nd Discussion
	Other	<u>X</u>	Workshop

BACKGROUND INFORMATION

On March 2, 2011, a workshop was conducted in order to discuss code enforcement policies and procedures. As a result of the workshop several areas were identified and discussed as areas to implement improved policies and procedures.

SUMMARY

I have scheduled a workshop with the Board on October 25, 2011, in order that we may discuss with the Board whether the above-mentioned policies and procedures are satisfactory. In addition, an ongoing code enforcement status report has been created with the assistance of Central Services.

RECOMMENDATION

It is my recommendation that the Board review the provided information as to the success or lack thereof over the last six (6) months.

FISCAL IMPACT

There has been minimal fiscal impact on the County.

MOTION

There is no motion necessary from the Board, only concurrence as to whether the implemented improvement policies and procedures are satisfactory in an ongoing effort to improve the code enforcement process.

Attachments: Exhibit A – Improvement Policies
Exhibit B – Violation Report
Exhibit C - Code Enforcement “Request for Investigation” Procedures

EXHIBIT "A"

Improvement Policies

1. Eliminate current 30-30-14 day warning letter system and use 30 days and/or a case-by-case discretion of the Code Enforcement Officer as to how long to wait before citing.
2. Have Code Enforcement Officer issue citations without sending to the Prosecuting Attorney for prior review. (#'s 1 and 2 alone could eliminate 2-3 months from the process).
3. Request a meeting on the initial warning letter with the violator in order to formulate a plan of action. This would enable the Code Enforcement Officer to make a specific determination for the individual case.
4. Establish increased communication with the complainant during the investigation and citation process. This would involve basic information up front i.e. complainants phone # and violators address up front.
5. Continue to provide increasingly detailed reports to the Prosecuting Attorney for those cases that involve citations.
6. Establish and maintain improved communication with the District Court Clerk and the prosecuting attorney with regard to the scheduling of cases involving code enforcement.
7. On a case by case basis: upon the issuance of a citation and the resulting resolution of a case – if the violator has not been found committed and the property is still in violation of the code, another civil citation may be issued if no further progress has been noted.

If the violator has been found committed per the civil citation and no further progress has been noted, the Prosecuting Attorney's Office will file a criminal citation within 1-2 weeks upon notice given and an updated narrative provided by the Code Enforcement Officer.

Benton County Building Department

Violation Report

3rd Quarter	Location of the Violation	Initial Site Visit	County Code	Vol Action Plan	Citation Date	Case Status	Case Resolved
	City: Benton City						
	3303 Dusty Lane	8/17/2011	11.16.010				
			Fire Hazard.				10/10/2011
	17804 E. Old Inland Empire Hwy.	9/6/2011	11.16A.030				
			Continual yard sales.				
	70207 N. 132 PR NE	2/25/2010	3.04.010	Adoption	5/24/2011	Found committed \$500.00 each	7/12/2011
			Non-permitted structure.				
	44612 N. Sunset Rd.	7/27/2011	11.18.050				8/29/2011
			No required BC Special Use Permit				
	34715 N. Demoss Rd.	7/7/2011	11.18.050				
			No required Special Use Permit				
	1702 W. Acord Rd.	9/6/2011	11.16A.030				
			Use of a RV as a dwelling				
	38804 N. Hayes Rd.	8/12/2011	11.16.010				10/7/2011
			Use of a RV as a dwelling				
	2101 W. Snow Lane	3/23/2011	11.16.010				7/5/2011
			Trash and debris.				
	2302 W. Snow Lane	3/23/2011	11.16.010				7/12/2011
			Junkyard				
	Undetermined	3/23/2011	11.16.010		6/10/2011		8/22/2011
			Trash and debris.				
	64303 E. Solar PR NE	6/24/2010	11.16.010		2/9/2011	One citation dismissed, one reduced to \$250.00	7/7/2011
			Use of a RV as a dwelling.				

Location of the Violation	Initial Site Visit	County Code	Vol Action Plan	Citation Date	Case Status	Case Resolved
22503 E. Sandstone Dr.	6/8/2011	11.16.010				7/25/2011
		Use of shed/garage as a dwelling.				
44105 E. Red Mountain Rd.	12/2/2010	11.48.010		3/22/2011	Dismissed by PA	9/27/2011
		Junkyard				
3302 Rainy Lane	6/29/2011	3.16.010				7/29/2011
		Fire hazard.				
City: Kennewick						
28104 S. 959 PR SE	7/18/2011	11.16.010		12/1/2011		
		No required BC Special Use Permit.				
15506 S. Haney Rd.	8/10/2011	11.60.010				9/21/2011
		Use of a RV as a dwelling.				
7902 S. Toro Pl.	6/14/2011	11.16.010				7/25/2011
		Use of shed/garage as a dwelling.				
1215 N. Yost St.	6/6/2011	3.16.010				7/21/2011
		Fire hazard.				
25814 S. Finley Rd.	7/14/2011	None				7/14/2011
		None				
26206 S. Sunset Meadows Loop	7/20/2011	3.24.030 (a)				9/7/2011
		Unfenced swimming pool.				
25812 S. Finley Rd.	7/14/2011	None				7/14/2011
		None				
3002 Brian Lane	7/18/2011	11.20.040				9/27/2011
		No required BC Home Occupation Permit.				
203206 E. SR 397	8/8/2011	11.48.010		11/14/2011		
		Junkyard				
210605 E. Perkins Rd SE	7/8/2011	3.04.010		8/22/2011	10/12/11 Found committed by default	10/12/2011
		Non-permitted building.				

Location of the Violation	Initial Site Visit	County Code	Vol Action Plan	Citation Date	Case Status	Case Resolved
198505 E. 7th Ave.	7/7/2011	11.48.010				7/24/2011
		Use of shed/garage as a dwelling.				
218107 E. Finley Rd.	7/29/2011	11.48.010				9/2/2011
		Use of a RV as dwelling.				
210804 E. Perkins Rd.	5/12/2011	11.60.010		7/1/2011		7/8/2011
		Junkyard				
97804 E. Caballo Pl.	4/1/2011	3.16.010		6/9/2011		7/11/2011
		Fire hazard				
1215 N. Yost St.	3/23/2011	11.08.010				7/12/2011
		Junkyard				
198305 E. 7th Ave.	7/18/2011	11.48.010		11/7/2011		
		No required BC Special Use Permit.				
19207 S. Finley Rd.	9/13/2011	11.16A.030				
		Junkyard				
204703 E. Finley Rd.	9/22/2011	3.20.045 (d)				
		Expired MH placement permit.				
200802 E. Game Farm Rd.	9/27/2011	3.16.010				
		Fire Hazard				
20104 S. Finley Rd.	9/27/2011	11.16A.080 (5)				
		Chicken coop in required setback.				
3002 Brian Lane	9/27/2011	3.04.010				
		Non-permitted building.				
20008 S. Finley Rd.	8/31/2011	11.16A.030				10/7/2011
		Violation of Special Use Permit.				
244924 Hover Rd.	9/13/2011	11.18.050				
		Structure in required setback				
1708 S. Gum St.	9/7/2011	11.13.080 (a) (1)		11/14/2011		
		Fence in required road setback				

Location of the Violation	Initial Site Visit	County Code	Vol Action Plan	Citation Date	Case Status	Case Resolved
20008 S. Finley Rd.	8/31/2011	11.16A.030				10/3/2011
		Violation of Special Use Permit.				
4416 W. Rio Grande	9/9/2011	3.16.010		11/15/2011		
		Fire Hazard				
2606 Katie Rd.	8/29/2011	3.24.005				
		No required BC Building Permit.				
202132 E. 25th Ave.	8/8/2011	11.48.010		10/7/2011		
		Junkyard				
15512 S. Haney Rd.	8/23/2011	None				8/23/2011
		None				
68911 S. Meals Rd.	9/13/2011	11.18.050				
		Junkyard				
33585 S. Clodfelter Rd.	8/25/2011	11.48.010				
		No required BC Special Use Permit.				
109106 E. 297 SE	8/25/2011	11.16A.030		11/7/2011		
		No required BC Special Use Permit.				
25803 S. 2161 PR SE	9/6/2011	3.20.070				10/7/2011
		No occupancy inspection.				
2816 S. Cedar St.	9/7/2011	11.16.010				
		Junkyard				
City: Prosser						
8307 S. Missimer Rd SW	7/28/2011			8/3/2011		
		Use of a RV as a dwelling.				
8309 S. Missimer Rd SW	8/2/2011	None			Complaint given to BFHD	8/2/2011
		None				
8307 S. Missimer Rd SW	7/28/2011	None				7/28/2011
		None				

Location of the Violation	Initial Site Visit	County Code	Vol Action Plan	Citation Date	Case Status	Case Resolved
126702 W. Kingtull Rd.	7/14/2011	11.48.010		8/23/2011		
		Junkyard				
835 Higdon Rd. Unit 11	3/16/2011	3.04.010		7/7/2011	Case dismissed by the PA	9/27/2011
		Non-permitted building				
144502 W. North River Rd.	11/10/2010	11.48.010		4/18/2011	Dismissed by PA	9/27/2011
		Junkyard				
146707 W. County Route 12	7/28/2011	3.04.010		11/14/2011		
		Non-permitted building				
141704 W. Buena Vista Rd.	8/30/2011	3.16.010				
		Fire Hazard				
835 Higdon Rd. Unit 10	3/16/2011	3.04.010		8/16/2011	Case dismissed property IC	8/16/2011
		Non-permitted building				
City: Richland						
Undetermined	9/12/2011	None				
		None				
City: West Richland						
524 Riverside Dr.	1/28/2011	11.16.010				7/5/2011
		Trash and debris				
112212 N. Harrington PR NE	5/21/2011	15.10.060 (4)		5/17/2011		8/5/2011
		Building in the required setback				
5601 W. Latin Rd.	8/11/2011	3.04.010				9/26/2011
		Non-permitted building				
113412 Harrington Rd.	7/20/2011	None				7/20/2011
		None				
73543 Pederson Rd.	9/29/2011	3.04.010				
		No required BC Building Permit				

Location of the Violation	Initial Site Visit	County Code	Vol Action Plan	Citation Date	Case Status	Case Resolved
		Violation Count	63		Cases Resolved Count	37

EXHIBIT "C"

CODE ENFORCEMENT "REQUEST FOR INVESTIGATION" PROCEDURES

- Assist and/or instruct the public over the telephone/over the counter, concerning Benton County Codes, and procedures for filling out a "Request For Investigation", and where to obtain the required information needed to institute a request for investigation.
- If assisting over the telephone, offer to mail the request or explain where request forms can be obtained.
- Date stamp the completed request forms when received.
- Check in-active files to verify if the alleged violator has a previous file.
- If no previous file exists, make a new file and verify the information provided by the complainant with information from the Assessor's, Treasurer's and Auditor's records.
- Go to the site to verify that the violation(s) exists within 48 hours from date the request is received, except for weekends or holidays.
- Verify the violation from street if possible. Take pictures and notes of what is viewed on the property.
- If the violation cannot be verified from the street, contact complainant and inform them that you are unable to verify the violation. Ask the complainant if he/she is willing to allow the Code Enforcement Officer onto their property and ask whether the violation can be seen in plain view. For instance, if the violation can only be seen from the upper floors of a complainant's home, the violation is not in plain view. Further, if the violation is hidden from view by a solid six-foot (or taller) fence; the violation is not in plain view. If the violation can neither be verified from the street nor verified in plain view from the complainant's property, the county cannot proceed further.
- If the violation is either verified from the street or from the complainant's property, the Code Enforcement Officer will mail a "Notice Of Violation" to the property owner. If the property owner lives at a different location and a tenant occupies the property, a notice will be sent to both the property owner and the tenant. The "Notice Of Violation" shall state the violation, corrective action required and give a follow-up date for final inspection, usually (30 days) or as decided at the discretion of the Code Enforcement Officer on a case by case basis. Include the Code Enforcement Officer's name and phone number. Request the violator contact the Code Enforcement Officer to set up a meeting to formulate a plan of action and/or any questions they may have. This will allow the Code Enforcement Officer to make a specific determination for the individual case.
- Upon the close of the decided timeline, re-inspect the property and notify the appropriate parties. If the property is in compliance the file can be closed and placed in the dead files. If the property is not in compliance and/or satisfactory progress has not been obtained, a civil citation may be issued by the Code Enforcement Officer, without prior Prosecuting Attorney approval. The civil citation shall be filed within 5 days of signature. Prepare a complete copy of the file, a detailed narrative of the case and deliver the original copy and backup e-mail to the Prosecuting Attorney. Provide the District Court with the defendants and courts copy of the citation. The District Court will mail the defendants copy to the violator.

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- On a case by case basis: upon issuance of a civil citation and the resulting resolution of a case – if the violator has not been found committed and the property is still in violation of the code, another civil citation may be issued if no further progress has been noted.
 - If the violator has been found committed per the civil citation, and no further progress has been noted, the Prosecuting Attorney's Office will file a criminal citation within 1-2 weeks upon notice given and an updated narrative provided by the Code Enforcement Officer.
 - Code enforcement is not involved with complaints regarding water, septic, animal waste, easement responsibility, county roads, landlord/tenant issues, etc.
 - Check with supervisor on issues not addressed in this document.