2016 PUBLIC SAFETY SALES TAX

BOARD OF COMMISSIONERS' ACTIONS

Date	Res. #	Title
January 26, 2016	2016-065	Transfer of Funds within Public Safety Tax Fund, Department 120, Sheriff Custody
March 8, 2016	2016-181	Transfer of Funds within Public Safety Tax Fund, Department 120, Sheriff Custody
	2016-182	Transfer of Funds within Public Safety Tax Fund, Department 120, Sheriff Custody
April 12, 2016	2016-304	Budget Adjustments to Public Safety Tax Fund, Department 121, Sheriff Patrol
	2016-305	Budget Adjustments to Public Safety Tax Fund, Department 122, Sheriff Metro Drug Task Force
	2016-306	Budget Adjustments to Public Safety Tax Fund, Department 138, Adult & Juvenile Drug Court
	2016-307	Budget Adjustments to Public Safety Tax Fund, Department 112, Mental Health Court
	2016-308	Budget Adjustments to Public Safety Tax Fund, Department 117, Prosecuting Attorney
	2016-309	Budget Adjustments to Public Safety Tax Fund, Department 111, District Court
	2016-310	Budget Adjustments to Public Safety Tax Fund, Department 135, Public Safety Tax Administration
	2016-311	Budget Adjustments to Public Safety Tax Fund, Department 115, Non-Departmental
	2016-312	Budget Adjustments to Public Safety Tax Fund, Department 136, Office of Public Defense
April 19, 2016	2016-336	Transfer of Funds within Public Safety Tax Fund, Department 121, Sheriff Patrol
	2016-338	Transfer of Funds within Public Safety Tax Fund, Department 171, Juvenile Operations
April 26, 2016	2016-355	Budget Adjustments to Public Safety Tax Fund, Department 122, Sheriff Metro Drug Task Force
	2016-356	Budget Adjustments to Public Safety Tax Fund, Department 138, Adult & Juvenile Drug Court
	2016-357	Budget Adjustments to Public Safety Tax Fund, Department 112, Mental Health Court
	2016-358	Budget Adjustments to Public Safety Tax Fund, Department 117, Prosecuting Attorney

April 26, 2016 (cont.)	2016-359	Budget Adjustments to Public Safety Tax Fund, Department 111, District Court
May 17, 2016	2016-398	Budget Adjustments to Public Safety Tax Fund, Department 117, Prosecuting Attorney
	2016-399	Budget Adjustments to Public Safety Tax Fund, Department 136, Office of Public Defense
May 24, 2016	2016-436	Personal Services Agreement w/ Benton-Franklin Health District for Nurse Family Partnership Program
	2016-439	Amending Personal Services Agreement w/ Washington Communications, LLC for Services & Support to County Communication & Public Safety Systems
June 7, 2016	2016-453	Transfer of Funds within Public Safety Tax Fund, Department 106, Clerk
	2016-454	Correcting a Scriveners Error in Public Safety Tax Fund, Department 106, Clerk LPA III Position Title
	2016-455	Expending Funds from Clerk Collection Fund & Public Safety Tax Fund to Purchase LibertyNet Licenses
June 28, 2016	2016-529	Agreement w/ Public Safety Testing, Inc. for Corrections Corporal & Sergeant Promotional Testing Services for Benton County Civil Service
	2016-530	Departmental Name Change to Public Safety Tax Fund, Department 122, "Sheriff Metro Drug Task Force" to "Metro Drug Task Force"
July 12, 2016	2016-547	Transfer of Funds within Public Safety Tax Fund, Department 120, Sheriff Custody
	2016-548	Transfer of Funds within Public Safety Tax Fund, Department 135, Public Safety Tax Administration
	2016-549	Personal Services Agreement w/ Mirror Ministries for Human Trafficking Survivor Services
July 19, 2016	2016-567	Personal Services Agreement w/ Kiona-Benton City School District for Kiona-Benton Crime Prevention Program
July 26, 2016	2016-580	Personal Services Agreement w/ Safe Harbor Crisis Nursery for My Friends Place Overnight Emergency Youth Shelter
August 9, 2016	2016-608	Personal Services Agreement w/ Boys & Girls Club for Prosser Teen Program
August 23, 2016	2016-635	Amending Personal Services Agreement w/ Boys & Girls Club for Prosser Teen Program
September 13, 2016	2016-683	Transfer of Funds within Public Safety Tax Fund, Department 106, Clerk

October 4, 2016	2016-771	Amending Personal Services Agreement w/ Benton-Franklin Health District for Nurse Family Partnership Program
	2016-772	Amending Personal Services Agreement w/ Safe Harbor Crisis Nursery for My Friends Place Overnight Emergency Youth Shelter
October 11, 2016	2016-788	Changing Office of Public Defense Position Title "Legal Process Assistant" to "Executive Assistant"
November 8, 2016	2016-873	Transfer of Funds within Public Safety Tax Fund, Department 171, Juvenile Operations
	2016-874	Amending Personal Services Agreement w/ Kiona-Benton City School District for Kiona-Benton Crime Prevention Program
November 15, 2016	2016-886	Coding Corrections between Public Safety Tax Fund & Current Expense Fund
	2016-896	Transfer of Funds within Public Safety Tax Fund, Department 120, Sheriff Corrections
November 22, 2016	2016-912	Personal Services Agreement w/ Boys & Girls Club for Prosser Teen Program
	2016-913	Coding Corrections between Public Safety Tax Fund & Current Expense Fund
	2016-914	Coding Corrections between Public Safety Tax Fund & Current Expense Fund
December 6, 2016	2016-989	Rescinding Resolution 2016-914 and Adopting New Resolution Regarding Coding Corrections between Public Safety Tax Fund & Current Expense Fund
	2016-990	Amending Personal Services Agreement w/ Mirror Ministries for Human Trafficking Survivor Services

RESOLUTION 2016 065

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 112.

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

Dated this 26 day of Jan., 2016

Chairman of the Board

Member

Member

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

Attest:

Clerk of the Board

cc: Dept., Auditor, File, LSK

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Mental Health Court Dept Nbr: 112

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	4301	Travel	$500
TOTAL			$500

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	3101	Supplies	$500
TOTAL			$500

Explanation:

Transfer of funds to cover expenses

Prepared by: Jacki Lahtinen Date: 19-Jan-2016

Approved ☑ Denied ☐ Date: 1-26-2016

Chairman

Member

Member

RESOLUTION 2016 181

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, SHERIFF CUSTODY DEPARTMENT NUMBER 120.

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

Dated this 8 day of AUGUST, 2016

Chairman of the Board

Member

JEROME DELVIN - ABSENT

Member

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

Attest: Carmen McCoy
Clerk of the Board

cc: Auditor; File, LSK, L. Ivey

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120

Fund Name: Public Safety Tax Fund Nbr: 0148101

TRANSFER FROM:				TRANSFER TO:			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.230	6430	Capital Software	$3,120	523.620	4103	Professional Services	$3,120
TOTAL			$3,120	TOTAL			$3,120

Explanation:

To appropriate funding to pay for Contracted Services to Absolute Power Inc. for installation of Wi-Fi cables for the new inmate tracking system within the Jail.

Prepared by: Linda Ivey Date: 01-Mar-2016

Approved ☑ Denied ☐ Date: 3-8-2016

Chairman

Member

JEROME DELVIN - ABSENT

Member

RESOLUTION 2016 182

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, SHERIFF CUSTODY DEPARTMENT NUMBER 120.

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

Dated this 8 day of March, 2016

Chairman of the Board

Member

JEROME DELVIN - ABSENT

Member

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

Attest: Clerk of the Board

cc: Auditor; File, LSK, L. Ivey

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody

Dept Nbr: 120

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.230	6430	Capital Software	$21,730
TOTAL			$21,730

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	3501	Small Item - Equipment	$21,730
TOTAL			$21,730

Explanation:

To appropriate funding to purchase the Access Points for the new inmate tracking system within the Jail.

Prepared by: Linda Ivey

Date: 01-Mar-2016

Approved ☑

Denied ☐

Date: March 8 2016

Chairman

Member

JEROME DELVIN - ABSENT

Member

RESOLUTION

2016 304

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 121, BUDGET IN THE AMOUNT OF $307,570

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 121) in the amount of $307,570 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 121), in the amount of $307,570, be approved per the attached request.

Dated this 12 day of April, 2015.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Sheriff Patrol**	Dept Number:	**121**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
521.210.1445	Deputy	$ 54,152	54,152
521.210.1494	Deputy	$ 54,152	54,152
521.210.1925	Overtime	$ 4,520	4,520
521.210.1935	Holiday	$ 8,649	8,649
521.210.2102	Social Security (FICA)	$ 9,293	9,293
521.210.2103	Medical Insurance	$ 17,344	17,344
521.210.2104	Retirement	$ 6,353	6,353
521.210.2105	Uniforms & Access	$ 7,542	7,542
521.210.2106	Uniform Laundry	$ 320	320
521.210.3101	Office Supplies	$ 200	200
521.210.3106	Operating Supplies	$ 600	600
521.210.3113	Training Supplies	$ 250	250
521.210.3126	Ammunition	$ 1,000	1,000
521.210.3201	Vehicle Fuel	$ 4,000	4,000
521.210.3501	Small item equipment	$ 24,470	24,470
521.210.4102	Contract Services	$ 985	985
521.210.4103	Professional Services	$ 1,280	1,280
521.210.4113	Pre-employment exams	$ 1,200	1,200
521.210.4201	Postage	$ 170	170
521.210.4301	Travel	$ 1,000	1,000
521.210.4696	Workers Compensation	$ 5,934	5,934
521.210.4697	Insurance Management	$ 7,067	7,067
521.210.4699	Accumulated Leave	$ 1,895	1,895
521.210.4802	Repair Maint - Vehicles	$ 6,720	6,720
521.210.4813	Repair Maint - Radio	$ 100	100
521.210.4894	ER&R Maintenance	$ 2,880	2,880
521.210.4901	Association Dues	$ 50	50
521.210.4905	Training	$ 7,600	7,600
521.210.4906	Print Bindery	$ 500	500
521.210.4908	Licenses & Special Fees	$ 50	50
521.210.5119	EDC 800 MHZ User Fees	$ 1,535	1,535
521.210.5120	SECOMM	$ 7,249	7,249
521.210.6403	Vehicles	$ 68,510	68,510
	Total Adjustment	$307,570	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	307,570
	Total Revenue	$307,570

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is covering two additional Detectives and all necessary supplies/equipment. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 305

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 122, BUDGET IN THE AMOUNT OF $146,294

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 122) in the amount of $146,294 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 122), in the amount of $146,294, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Sheriff Metro Drug Task Force**	Dept Number:	**122**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
521.210.1531	Deputy	$ 54,152	54,152
521.210.1925	Overtime	$ 2,260	2,260
521.210.1935	Holiday	$ 4,325	4,325
521.210.2102	Social Security (FICA)	$ 4,646	4,646
521.210.2103	Medical Insurance	$ 8,672	8,672
521.210.2104	Retirement	$ 3,177	3,177
521.210.2105	Uniforms & Access	$ 3,771	3,771
521.210.2106	Uniform Laundry	$ 160	160
521.210.3101	Office Supplies	$ 100	100
521.210.3106	Operating Supplies	$ 300	300
521.210.3113	Training Supplies	$ 125	125
521.210.3126	Ammunition	$ 500	500
521.210.3201	Vehicle Fuel	$ 2,000	2,000
521.210.3501	Small item equipment	$ 8,850	8,850
521.210.4102	Contract Services	$ 491	491
521.210.4103	Professional Services	$ 640	640
521.210.4114	Pre-Employment Exams	$ 600	600
521.210.4201	Postage	$ 85	85
521.210.4301	Travel	$ 500	500
521.210.4696	Workers Compensation	$ 2,967	2,967
521.210.4697	Insurance Management	$ 3,534	3,534
521.210.4699	Accumulated Leave	$ 948	948
521.210.4802	Repair Maint - Vehicles	$ 3,360	3,360
521.210.4813	Repair Maint - Radios	$ 200	200
521.210.4894	ER&R Maintenance	$ 1,440	1,440
521.210.4901	Association Dues	$ 25	25
521.210.4905	Training	$ 3,800	3,800
521.210.4906	Print Bindery	$ 250	250
521.210.4908	Licenses & Specail Fees	$ 25	25
521.210.5119	EDC 800 MHZ User Fees	$ 768	768
521.210.5120	SECOMM	$ 3,625	3,625
521.210.6403	Vehicles	$ 30,000	30,000
	Total Adjustment	$146,294	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	146,294
	Total Revenue	$146,294

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is covering one additional Detective for the Metro Drug Task Force and all necessary supplies/equipment. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION

2016 306

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 138, BUDGET IN THE AMOUNT OF $107,945

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 138) in the amount of $107,945 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 138), in the amount of $107,945, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Adult & Juvenile Drug Court**	Dept Number:	**138**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.213.1536	Coordinator	41,360	41,360
512.213.2102	Social Security	4,475	8,956
512.213.2103	Medical Insurance	13,364	25,663
512.213.2104	Retirement	4,624	13,088
512.213.3101	Office Supplies	1,500	4,500
512.213.4102	Contract Services	2,000	10,000
512.213.4103	Professional Services	9,500	12,000
512.213.4163	Superior Court Indigent Defense	16,480	41,200
512.213.4190	Interfund Professional Services	4,952	4,952
512.213.4301	Travel	1,500	1,500
512.213.4696	Workman's Comp	303	303
512.213.4997	Insurance Management	1,571	1,571
512.213.4999	Accumulated Leave	724	2,049
512.213.4905	Training	2,000	2,000
512.232.4190	Interfund Professional Services	3,593	3,593
	Total Adjustment	$107,945	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	107,945
	Total Revenue	$107,945

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishig the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding the move from a 9 person to 45 person Adult Drug Court. The 15 additional slots are all allocated for Benton County participants. Fundings for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 307

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 112, BUDGET IN THE AMOUNT OF $271,697

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 112) in the amount of $271,697 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 112), in the amount of $271,697, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Mental Health Court**	Dept Number:	**112**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.400.1657	Case Worker/Probation Officer	42,312	42,312
512.400.1659	LPA III	24,408	24,408
512.400.1922	Pro Tem Judge	18,000	18,000
512.400.2102	Social Security	6,726	13,376
512.400.2103	Medical Insurance	22,138	48,293
512.400.2104	Retirement	7,817	17,379
512.400.3101	Office Supplies	10,200	11,700
512.400.3130	Incentives	13,000	13,000
512.400.3508	Computer Replacement	5,000	7,400
512.400.3501	Minor Equipment and Small Tools	10,000	10,000
512.400.4103	Professional Services	74,000	74,500
512.400.4190	Interfund Professional Services	8,800	8,800
512.400.4201	Postage	500	500
512.400.4202	Telephone	500	500
512.400.4301	Travel	13,000	14,000
512.400.4503	Rentals- Office Equipment	2,000	2,000
512.400.4696	Workman's Comp	605	1,089
512.400.4697	Insurance Management	3,141	7,838
512.400.4699	Accumulated Leave	1,224	2,745
512.400.4901	Association Dues/Licenses	225	225
512.400.4905	Training	3,100	3,100
512.400.4906	Print/Bindery	5,000	5,000
	Total Adjustment	$271,697	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	271,697
	Total Revenue	$271,697

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is for necessary to fund a 20 person Mental Health Court. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 308

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 117, BUDGET IN THE AMOUNT OF $76,693

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 117) in the amount of $76,693 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 117), in the amount of $76,693, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Prosecuting Attorney**	Dept Number:	**117**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
515.300.1198	Deputy Prosecuting Attorney	50,696	50,696
515.300.2102	Social Security	3,878	18,620
515.300.2103	Medical Insurance	8,271	57,828
515.300.2104	Retirement	5,668	26,866
515.300.3508	Computer Replacement	2,160	5,760
515.300.3501	Small Item - Equipment	3,260	3,260
515.300.4696	Workman's Comp	303	303
515.300.4697	Insurance Management	1,571	1,571
515.300.4699	Accumulated Leave	887	6,693
	Total Adjustment	$76,693	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	76,693
	Total Revenue	$76,693

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding the addition of a full time Felony Appellate Attorney. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 309

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 111, BUDGET IN THE AMOUNT OF $20,918

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 111) in the amount of $20,918 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 111), in the amount of $20,918, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**District Court**	Dept Number:	**111**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.400.1311	Clerk Assistant	12,839	12,839
512.400.2102	Social Security	982	982
512.400.2103	Medical Insurance	4,506	4,506
512.400.2104	Retirement	1,435	1,435
512.400.4696	Workman's Comp	151	151
512.400.4697	Insurance Management	785	785
512.400.4699	Accumulated Leave	219	219
	Total Adjustment	$20,918	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	20,918
	Total Revenue	$20,918

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148 101 with Ordinance 535. This adjustment is for a part time Clerk Assistant for District Court that is being moved from Probabtion Assesment Fund 0131101. The other half of the position is funded out of Current Expense Fund 000 0101. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION

2016 310

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 135, BUDGET IN THE AMOUNT OF $29,561

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 135) in the amount of $29,561 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 135), in the amount of $29,561, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Pubic Safety Tax Administration**	Dept Number:	**135**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
521.100.1663	PST Coordinator	17,905	17,905
521.100.2102	Social Security	1,370	1,370
521.100.2103	Medical Insurance	5,535	5,535
521.100.2104	Retirement	2,002	2,002
521.100.3101	Office Supplies	1,000	1,000
521.100.4301	Travel	250	250
521.100.4696	Workers Compensation	151	151
521.100.4697	Insurance Management	785	785
521.100.4699	Accumulated Leave	313	313
521.100.4905	Training	250	250
	Total Adjustment	$29,561	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	29,561
	Total Revenue	$29,561

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding an Part-Time Public Safety Coordinator to help oversee the Public Safety Fund. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 311

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 115, BUDGET IN THE AMOUNT OF $500,000

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 115) in the amount of $500,000 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 115), in the amount of $500,000, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest: Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Non-Departmental**	Dept Number:	**115**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
521.320.4103	Professional Services	500,000	500,000
	Total Adjustment	$500,000	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	500,000
	Total Revenue	$500,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding Gang & Crime Prevention/Intervention Programs. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 312

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 136, BUDGET IN THE AMOUNT OF $14,555

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Public Safety Tax Budget (Fund No. 0148-101, Department No. 136) in the amount of $14,555 for expenditures associated with creation of the 2015-2016 Public Safety Tax Budget; and

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 136), in the amount of $14,555, be approved per the attached request.

Dated this 12 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Office of Public Defense**	Dept Number:	**136**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
515.910.1656	LPA II	7,344	7,344
512.910.2102	Social Security	562	562
512.910.2103	Medical Insurance	3,380	3,380
512.910.2104	Retirement	821	821
512.910.3508	Computer Replacement	1,617	1,617
512.910.4696	Workman's Comp	114	114
512.910.4697	Insurance Management	589	589
512.910.4699	Accumulated Leave	129	129
	Total Adjustment	$14,555	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	14,555
	Total Revenue	$14,555

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinace 535. This adjustment is for a one Full Time Office Assistant the Office of Public Defense. Funding is for the period of October 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 336

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, SHERIFF PATROL DEPARTMENT NUMBER 121.

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

Dated this 12 day of April, 2016

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, L. Ivey

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM:				TRANSFER TO:			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	2104	Retirement	$2,200	521.210	2105	Uniforms	$2,200
TOTAL			$2,200	TOTAL			$2,200

Explanation:

To appropriate funding for Uniform costs for the new positions including the addition of vest carriers.

Prepared by: Linda Ivey Date: 08-Apr-2016

Approved ☑ Denied ☐ Date: 4-19-2016

Chairman

Member

Member

RESOLUTION 2016 338

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX (3/10 OF 1%) FUND NUMBER 0148101, DEPARTMENT NUMBER 171

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

Dated this 19 day of April, 2016

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: J. Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile - Operations Dept Nbr: 171

Fund Name: Public Safety Tax (3/10 of 1%) Fund Nbr: 0148101

TRANSFER FROM: Dept				TRANSFER TO: Dept			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	4103	Professional Services	$11,075	527.100	1911	Temporary Help	$10,288
					2102	Social Security	$787
TOTAL			$11,075	TOTAL			$11,075

Explanation:

Under the Selective Agressive Probation program (SAP), JJC budgeted dollars under Professional Services for a part time CSEC advisor, however the position was filled with part-time temporary help until a contract provider could be identified.

Prepared by: Jennifer Bowe Date: 11-Apr-2016

Approved ☑ Denied ☐ Date: 4-19-2016

Chairman

Member

Member

RESOLUTION 2016 355

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 122, BUDGET IN THE AMOUNT OF $146,294

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-305, in the amount of $146,294; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the Financial Analyst recognizes that there were some issues with rounding within some of the line items and has made the necessary adjustments to all effected line items;

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 122), in the amount of $146,294, be approved per the attached request.

Dated this 26th day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Sheriff Metro Drug Task Force**	Dept Number:	**122**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
521.210.1531	Deputy	$ 54,152	54,152
521.210.1925	Overtime	$ 2,260	2,260
521.210.1935	Holiday	$ 4,325	4,325
521.210.2102	Social Security (FICA)	$ 4,646	4,646
521.210.2103	Medical Insurance	$ 8,672	8,672
521.210.2104	Retirement	$ 3,177	3,177
521.210.2105	Uniforms & Access	$ 3,771	3,771
521.210.2106	Uniform Laundry	$ 160	160
521.210.3101	Office Supplies	$ 100	100
521.210.3106	Operating Supplies	$ 300	300
521.210.3113	Training Supplies	$ 125	125
521.210.3126	Ammunition	$ 500	500
521.210.3201	Vehicle Fuel	$ 2,000	2,000
521.210.3501	Small item equipment	$ 8,850	8,850
521.210.4102	Contract Services	$ 491	491
521.210.4103	Professional Services	$ 640	640
521.210.4114	Pre-Employment Exams	$ 600	600
521.210.4201	Postage	$ 85	85
521.210.4301	Travel	$ 500	500
521.210.4696	Workers Compensation	$ 2,965	2,965
521.210.4697	Insurance Management	$ 3,534	3,534
521.210.4699	Accumulated Leave	$ 948	948
521.210.4802	Repair Maint - Vehicles	$ 3,360	3,360
521.210.4813	Repair Maint - Radios	$ 200	200
521.210.4894	ER&R Maintenance	$ 1,440	1,440
521.210.4901	Association Dues	$ 25	25
521.210.4905	Training	$ 3,800	3,800
521.210.4906	Print Bindery	$ 250	250
521.210.4908	Licenses & Specail Fees	$ 25	25
521.210.5119	EDC 800 MHZ User Fees	$ 768	768
521.210.5120	SECOMM	$ 3,625	3,625
521.210.6403	Vehicles	$ 30,000	30,000
	Total Adjustment	$146,294	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	146,294
	Total Revenue	$146,294

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is covering one additional Detective for the Metro Drug Task Force and all necessary supplies/equipment. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION

2016 356

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 138, BUDGET IN THE AMOUNT OF $107,945

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-306, in the amount of $107,945; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the Financial Analyst recognizes that there were some issues with rounding within some of the line items and has made the necessary adjustments to all effected line items;

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 138), in the amount of $107,945, be approved per the attached request.

Dated this 26 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Adult & Juvenile Drug Court**	Dept Number:	**138**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.213.1536	Coordinator	41,360	41,360
512.213.2102	Social Security	4,475	8,955
512.213.2103	Medical Insurance	13,364	25,663
512.213.2104	Retirement	4,624	13,088
512.213.3101	Office Supplies	1,500	4,500
512.213.4102	Contract Services	2,000	10,000
512.213.4103	Professional Services	9,500	12,000
512.213.4163	Superior Court Indigent Defense	16,480	41,200
512.213.4190	Interfund Professional Services	4,952	7,270
512.213.4301	Travel	1,500	1,500
512.213.4696	Workman's Comp	303	896
512.213.4697	Insurance Management	1,570	2,467
512.213.4699	Accumulated Leave	724	2,049
512.213.4905	Training	2,000	2,000
512.232.4190	Interfund Professional Services	3,593	3,593
	Total Adjustment	$107,945	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	107,945
	Total Revenue	$107,945

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding the move from a 30 person to 45 person Adult Drug Court. The 15 additional slots are all allocated for Benton County participants. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 357

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 112, BUDGET IN THE AMOUNT OF $271,697

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-307, in the amount of $271,697; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the Financial Analyst recognizes that there were some issues with rounding within some of the line items and has made the necessary adjustments to all effected line items;

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 112), in the amount of $271,697, be approved per the attached request.

Dated this 26 day of April, 2016.

Chairman of the Board

James P. Beaver
Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Mental Health Court**	Dept Number:	**112**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.400.1657	Case Worker/Probation Officer	42,312	42,312
512.400.1659	LPA III	24,408	24,408
512.400.1922	Pro Tem Judge	18,000	18,000
512.400.2102	Social Security	6,726	13,376
512.400.2103	Medical Insurance	22,138	48,293
512.400.2104	Retirement	7,817	17,379
512.400.3101	Office Supplies	10,200	11,700
512.400.3130	Incentives	13,000	13,000
512.400.3508	Computer Replacement	5,000	5,000
512.400.3501	Minor Equipment and Small Tools	10,000	10,000
512.400.4103	Professional Services	74,000	74,500
512.400.4190	Interfund Professional Services	8,800	8,800
512.400.4201	Postage	500	500
512.400.4202	Telephone	500	500
512.400.4301	Travel	13,000	14,000
512.400.4503	Rentals- Office Equipment	2,000	2,000
512.400.4696	Workman's Comp	606	1,090
512.400.4697	Insurance Management	3,141	3,874
512.400.4699	Accumulated Leave	1,224	2,745
512.400.4901	Association Dues/Licenses	225	225
512.400.4905	Training	3,100	3,100
512.400.4906	Print/Bindery	5,000	5,000
	Total Adjustment	$271,697	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	271,697
	Total Revenue	$271,697

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is for necessary to fund a 20 person Mental Health Court. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 358

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 117, BUDGET IN THE AMOUNT OF $76,693

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-308, in the amount of $76,693; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the Financial Analyst recognizes that there were some issues with rounding within some of the line items and has made the necessary adjustments to all effected line items;

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 117), in the amount of $76,693, be approved per the attached request.

Dated this 26 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, Clerk

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Prosecuting Attorney**	Dept Number:	**117**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
515.300.1198	Deputy Prosecuting Attorney	50,696	50,696
515.300.2102	Social Security	3,878	18,620
515.300.2103	Medical Insurance	8,271	57,828
515.300.2104	Retirement	5,668	26,866
515.300.3508	Computer Replacement	2,160	2,160
515.300.3501	Small Item - Equipment	3,260	3,260
515.300.4696	Workman's Comp	302	1,270
515.300.4697	Insurance Management	1,671	3,137
515.300.4699	Accumulated Leave	887	6,693
	Total Adjustment	$76,793	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	76,793
	Total Revenue	$76,793

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding the addition of a full time Felony Appellate Attorney. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 359

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 111, BUDGET IN THE AMOUNT OF $20,918

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-309, in the amount of $20,918; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the Financial Analyst recognizes that there were some issues with rounding within some of the line items and has made the necessary adjustments to all effected line items;

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 111), in the amount of $20,918, be approved per the attached request.

Dated this 26 day of April, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest..... Clerk of the Board

Orig Commissioners
cc: Auditor, ~~Clerk~~ Dist 01

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**District Court**	Dept Number:	**111**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.400.1311	Clerk Assistant	12,839	12,839
512.400.2102	Social Security	982	982
512.400.2103	Medical Insurance	4,506	4,506
512.400.2104	Retirement	1,435	1,435
512.400.4696	Workman's Comp	152	152
512.400.4697	Insurance Management	785	785
512.400.4699	Accumulated Leave	219	219
	Total Adjustment	$20,918	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	20,918
	Total Revenue	$20,918

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is for a part time Clerk Assistant for District Court that is being moved from Probabtion Assesment Fund 0131101. The other half of the position is funded out of Current Expense Fund 0000101. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 398

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 117, BUDGET IN THE AMOUNT OF $76,693; RESCINDING RESOLUTION 2016-358

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-308, in the amount of $76,693; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the rounding mistake was corrected in resolution 2016-358. However another input error was made and the total on the attachment did not match the resolution amount; and

WHEREAS, the Auditor's Office requested that correction be made; and

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 117), in the amount of $76,693, be approved per the attached request.

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby rescinds 2016-358

Dated this 17 day of MAY, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest: Clerk of the Board

Orig Commissioners
cc: Auditor, ~~Clerk~~ PA

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Prosecuting Attorney**	Dept Number:	**117**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
515.300.1198	Deputy Prosecuting Attorney	50,696	50,696
515.300.2102	Social Security	3,878	18,620
515.300.2103	Medical Insurance	8,271	57,828
515.300.2104	Retirement	5,668	26,866
515.300.3508	Computer Replacement	2,160	2,160
515.300.3501	Small Item - Equipment	3,260	3,260
515.300.4696	Workman's Comp	302	1,270
515.300.4697	Insurance Management	1,571	3,037
515.300.4699	Accumulated Leave	887	6,693
	Total Adjustment	$76,693	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	76,693
	Total Revenue	$76,693

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is funding the addition of a full time Felony Appellate Attorney. Funding is for the period of May 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 399

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 136, BUDGET IN THE AMOUNT OF $14,555

WHEREAS, during a public hearing on April 12, 2016 the Board of Benton County Commissioners, Benton County, Washington approved a budget supplement, via resolution 2016-312, in the amount of $14,555; and

WHEREAS, the Auditor's Office brought to the attention of the Financial Analyst that there were issues with rounding within some of the individual line items; and

WHEREAS, the Financial Analyst recognizes that there were some issues with rounding within some of the line items and has made the necessary adjustments to all effected line items;

WHEREAS, since the total amount of the budget adjustment did not change from the original amount that was publically advertised, it was determined that another public hearing was not necessary; and

WHEREAS, the Financial Analyst recommends that the Board of Benton County Commissioners approves the necessary adjustments to help the Auditor's Office with implementation of the previously approved budget supplement; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with Financial Analyst and approves the revised budget adjustments to the 2015-2016 Public Safety Tax Budget (Fund No. 0148-101, Department No. 136), in the amount of $14,555 be approved per the attached request.

Dated this 17 day of May, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest: Clerk of the Board

Orig Commissioners
cc: Auditor, ~~Clerk~~, OPD

Prepared by P. Schut

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Public Safety Tax (3/10 of 1%)**	Fund Number:	**0148-101**
Dept Name:	**Office of Public Defense**	Dept Number:	**136**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
515.910.1656	LPA II	7,344	7,344
512.910.2102	Social Security	562	562
512.910.2103	Medical Insurance	3,380	3,380
512.910.2104	Retirement	821	821
512.910.3508	Computer Replacement	1,617	1,617
512.910.4696	Workman's Comp	114	114
512.910.4697	Insurance Management	589	589
512.910.4699	Accumulated Leave	128	128
	Total Adjustment	$14,555	

Revenue

BARS Number	Item Name	Amount
313.15.0001	Public Safety Tax (3/10 of 1%)	14,555
	Total Revenue	$14,555

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per Resolution 2014-259 Placement on the Ballot the Proposition for an Increase in Sales and Use Tax for Funding Public Safety Needs and 2014-677 Establishing the 3/10 of 1% Public Safety Tax Fund 0148101 with Ordinance 535. This adjustment is for a one Full Time Office Assistant the Office of Public Defense. Funding is for the period of October 2016 to December 2016.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☐ Approved for Hearing

☐ Denied

Review Notes: _____

RESOLUTION 2016 436

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BENTON-FRANKLIN HEALTH DISTRICT FOR NURSE FAMILY PARTNERSHIP PROPOSAL

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to "*improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts*"; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, the Benton-Franklin Health District has proposed a Benton County Nurse Family Partnership in the annual amount of $303,487 for 2016; and

WHEREAS, this particular model has already been in operations, successfully in Franklin County since 2013; **NOW, THEREFORE**

BE IT RESOLVED the amount of $177,034.08, the 2016 annual budgeted amount prorated for the remaining seven months of 2016, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to the Benton-Franklin Health District; and

BE IT FURTHER RESOLVED, this agreement will start June 1, 2016.

cc: Auditor; Treasurer; PA-Contract Compliance; BFHD SmithKelty

Dated this 24 day of May, 2016

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; BFHD

SmithKelty

BENTON COUNTY
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 BENTON-FRANKLIN HEALTH DISTRICT, with its principal offices at 7102 W. Okanogan Place, Kennewick, WA 99336 , (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions(this document);
b. Exhibit A, Scope of Work Nurse Family Partnership Proposal (NFP);and
c. Exhibit B, Progress Reporting and Measures; and
d. Exhibit C, NFP Budget; and
e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin June 1, 2016 and shall expire December 31, 2018, at which time the Contract may be extended if mutually agreed upon by both parties. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided 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.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports in the form of Exhibit B monthly and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Bonnie Hall, Contracts & Billing Services Manager
7102 W. Okanogan Place
Kennewick, WA 99336
Phone: (509) 460-4553
Fax: (509) 460-4590
Email: bonnieh@bfhd.wa.gov

b. For COUNTY:

Loretta Smith-Kelty
PO Box 190
Prosser, WA 99350
Phone: (509)786-5600
Fax: (509)736-3080
Email: Loretta.smithkelty@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "NFP Annual Budget", which is attached hereto and

incorporated herein by reference. Accordingly, for the time period of June 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated based on a prorated portion of the expenses set forth in Exhibit C in the amount of one hundred seventy seven thousand thirty four dollars and eight cents ($177,034.08)($303,487.00 x 7/12). For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated in the amount of three hundred nine thousand five hundred fifty six dollars and seventy four cents ($309,556.74)(2016 year base expenses of $303, 487.00 plus 2% increase). For the time period of January 1, 2018, through December 31, 2018, CONTRACTOR shall be compensated in the amount of three hundred fifteen thousand seven hundred forty seven dollars and eighty seven cents ($315,747.87)(2017 year base expenses of $309,556.74 plus 2% increase). CONTRACTOR will submit a biennial budget by September 2016 to correspond with the Benton County 2017-2018 biennium budget cycle in the amounts set forth above.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

c. The CONTRACTOR may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during the progress of the work for actual payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.

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

8. **INSURANCE**

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the

effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability

insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. Cyber Liability: The CONTRACTOR shall maintain cyber liability insurance for not less than $1,000,000 per occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims.

f. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an

indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

g. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this

requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. Except as otherwise provided in this Contract, either party may terminate or suspend this Contract for convenience by providing at least 30 days' advance written notice to the other party. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this

Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed, however work performed by CONTRACTOR prior to notification of termination shall be paid in full by COUNTY.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the terms of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the

CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration. Patient Protected Health Information (PHI) will not

be shared with COUNTY without a fully executed Business Associate Agreement signed in accordance with the HIPAA laws.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY, excluding all individually identifiable protected health information. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. It is understood that some materials included in this program are owned by third parties per the NFP program requirements (i.e., NFP, Thrive, Efforts to Outcomes, etc.) and are excluded from this provision. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job, excluding all individually identifiable protected health information using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

a. The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

b. The COUNTY, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the CONTRACTOR or acquired by the CONTRACTOR in performance of this Contract, except upon the prior written consent of the CONTRACTOR, as required by RCW 42.56 *et. seq.*, or by an order entered by a court of competent jurisdiction. The COUNTY shall promptly give the CONTRACTOR written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); extended reporting period requirements for professional liability insurance (Section **[8(a)]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any non-exempt records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on June 1, 2016.

Dated: 5/24/16

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 5/19/16

Benton-Franklin Health District

Signature

Public Health District Administrator
Title:

Jason Zaccaria, M.H.A.
PRINTED NAME

Exhibit A

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

BENTON–FRANKLIN HEALTH DISTRICT

NURSE FAMILY PARTNERSHIP PROPOSAL

FOR

BENTON COUNTY

Introduction

The Nurse-Family Partnership (NFP) program is a maternal and early childhood health program that fosters long-term success for first-time moms, their babies and society. NFP's maternal health program introduces vulnerable first-time parents to caring maternal and child health nurses. The nurses deliver the support first-time moms need to have a healthy pregnancy, become knowledgeable and responsible parents, and provide their babies with the best possible start in life.

Program Goals

The program provides low-income, first-time mothers of any age with home-visitation services from public health nurses. It addresses substance abuse and other behaviors that contribute to family poverty, subsequent pregnancies, poor maternal and infant outcomes, suboptimal childcare, and limited opportunities for the children.

Program Theory

NFP is based on the integration of three theories. First is the theory of human ecology that emphasizes the impact of the social context on human development. This context includes relationships with other family members, friends, neighborhoods, communities and cultures. The second is the self-efficacy theory, which posits that people are more likely to engage in a desirable behavior if they believe the behavior will produce a desired outcome. The program helps parents set realistic goals and bolsters parents' confidence in their ability to reach those goals. The third, attachment theory, holds that children who receive sensitive and responsive parenting are more likely to embody these qualities themselves.

Program Components

The nurses work intensively with the mothers to improve maternal, prenatal, and early childhood health and well-being, with the expectation that this intervention will help achieve long-term improvements in the lives of at-risk families. The intervention process concentrates on developing therapeutic relationships with the family and is designed to improve five broad domains of family functioning:

- Parental roles
- Family and friend support
- Physical and mental health
- Home and neighborhood environment
- Major life events (e.g., pregnancy planning, education, employment)

Home visits by nurses are conducted during the woman's pregnancy and continue until the child reaches 24 months of age. Maternal and child health nurses meet with each first-time mother in 64 planned home visits over 2 ½ years. Prenatally, they focus on preventive health and prenatal practices for the mother–helping her find appropriate prenatal care, improve her diet, and reduce her use of tobacco, alcohol, and illegal substances. Additionally, maternal and child health nurses help the mother prepare emotionally for the arrival of the baby. Post-birth, they focus on health and development education, focusing on child development milestones and behaviors and teaching parents to use praise and other

nonviolent techniques. They also focus on coaching the mothers and their families in planning for their future, staying in school, finding employment, and planning future pregnancies.

Program Studies

Using randomized, controlled studies, the NFP model has improved outcomes in several areas which have been published in leading peer-reviewed journals including the Journal of the American Medical Association (JAMA). Among these studies, Dr. Olds (1997) observed a reduction over a 2 year period in adolescents running away, fewer convictions and violations of probations, behavioral problems and intake of alcohol and cigarette usage[1]. This study was conducted in a semi-rural community in New York State and included 500 pregnant women. In a second study, Dr. Olds determined that participants in the program were less likely to neglect and/or abuse their children[2]. This study, conducted over a 15 year period, included 324 women and their children who graduated the program 13 years earlier.

Based on these results, NFP has been recognized by a number of groups including the Office of Juvenile Justice & Delinquency Prevention (OJJDP) as an Exemplary Model Program. The RAND Corporation has shown that for every one dollar invested in NFP there is a long term return on investment of over five dollars as there is decreased crime and social service dependence for the highest risk clients.

[1] Long-term Effects of Nurse Home Visitation on Children's Criminal and Antisocial Behavior: Fifteen-Year Follow-up of a Randomized Controlled Trial: Olds, D; Eckenrode, J; Henderson Jr., CR; et al. JAMA. 1998; 280:1238-1244.

[2] Long-term Effects of Home Visitation on Maternal Life Course and Child Abuse and Neglect: Fifteen-year Follow-up of a Randomized Trial: Olds, D; Eckenrode, J; Henderson Jr., CR; et al. JAMA. 1997; 278(8):637-643.

Benton-Franklin Health District Proposal

Currently, the Benton-Franklin Health District (BFHD) provides NFP services only in Franklin County at time of enrollment since early 2013. Using the NFP model, the team consists of one team supervisor, four nurses and one data entry clerk. At current, BFHD is near maximum caseload approaching 100 clients. The program has already graduated 28 clients.

BFHD will utilize funding from the Crime Prevention Tax to expand this program into Benton County. By utilizing the funding outlined in NFP Benton County Annual Budget (see Exhibit C), BFHD will hire two full-time nurses, one full-time data clerk and a 0.25 FTE Supervisor to begin serving up to 50 mothers residing in Benton County at time of enrollment. If the client moves to Franklin County after enrollment, they would remain in the Benton County program per the NFP protocol. Activities during the first year include hiring qualified staff, sending new staff to the NFP model training, and expanding our Community Advisory Board to include Benton County representation. BFHD will initiate and continue home visits according to the program model until the target child's 2nd birthday. The home visiting program will result in improved prenatal health, fewer childhood injuries, and fewer subsequent pregnancies, increased intervals between births, increased maternal employment and improved school readiness. In addition, past experiences have shown a reduction in child abuse and neglect as well as earlier access to prenatal care.

BFHD will submit a Progress Report with Measurements (see Exhibit B) and an Invoice (see Exhibit D) on a monthly basis. The measurements for the Benton County Nurse Family Partnership Program will include the following industry accepted measures:

1. **Number Of Families In Active Enrollment**
   Definition: this measure is intended to track the number of actively enrolled families in the program; specifically the number of families that have had a contact including telephone call, letter or in person visit within the last 90 days. This number shall not exceed 25 clients per 1.0 FTE NHV in accordance with NFP fidelity standards.

2. **Number Of Families That Received Home Visits During Reporting Period**
   Definition: this measure is intended to track the number of families that participated in an in person visit with the nurse home visitor during the month.

3. **Home Visits Completed During The Reporting Period**
   Definition: this measure is intended to track the total number of home visits with clients during the reporting period.

4. **Number Of New Families Enrolled In Reporting Period**
   Definition: this measure is intended to track the number of first time moms enrolled in NFP during the reporting period. In keeping with NFP fidelity standards, each nurse is only able to accept up to 4 new clients per month.

5. **Number Of Non-Completion Exits**
   Definition: this measure is intended to track families who stop meeting with their nurse, either by asking the nurse to stop contacting her or because the nurse has been unable to contact the client for more than 3 months.

6. **Number Of Program Completers/Graduates**
   Definition: this measure is intended to track how many families complete the program; specifically the number of families who engaged until their child turns two years of age.

The Benton-Franklin Health District respectfully requests Benton County support and approve this proposal for the Nurse Family Partnership program in Benton County

A new report[i] on the Nurse-Family Partnership® (NFP) found that NFP offers significant benefits to the families it serves and significant cost savings to society and government funders. Prepared by Dr. Ted Miller of the Pacific Institute for Research and Evaluation, the report is the most comprehensive analysis to date of NFP's costs, outcomes and return on investment.



NFP's Cost Savings and Return on Investment

NFP Cost per Family Served	$ 11,328
Savings to State and Local Government at age 18	$ 10,042
Savings to Fed Government at age 18	$ 8,334
Total Government Savings at age 18	$ 18,376
Cumulative Savings to Medicaid at age 18	$ 9,977
Total Societal Savings*	$ 51,253

*NFP's benefits to society are estimated to be $51,253, taking less tangible savings (like potential gains in work, wages and quality of life) into account along with resource cost savings (cost offsets to government, insurers, and out of pocket payments by families).

At an average cost per family of $11,328 in Washington, Miller's model predicts that by a child's 18th birthday:

- State and federal cost savings due to NFP will average $18,376 per family served or 1.6 times the cost of the program.
- Taking less tangible savings (like potential gains in work, wages and quality of life) into account along with resource cost savings (cost offsets to government, insurers, and out-of-pocket payments by families), **the benefits to society of NFP are estimated to be $51,253, which represent a $4.52 return on investment for every dollar invested in Nurse-Family Partnership.**

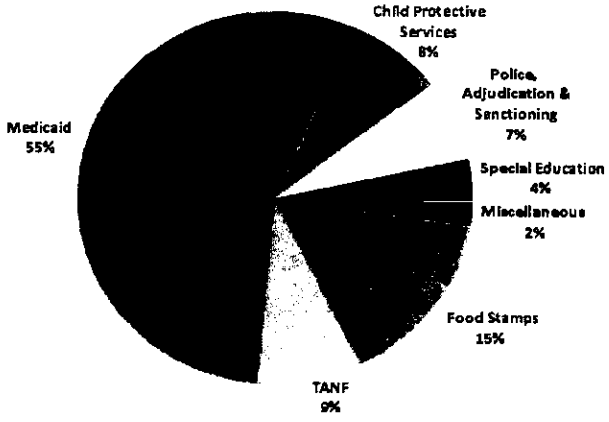


Figure 1. Distribution of Federal, State and Local Government Cost Savings per Family Served by NFP Nationwide (Present Value @ a 3% Discount Rate)

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OUTCOMES

Based on a review of evidence from 30 NFP evaluation studies, including randomized controlled trials, quasi-experimental studies and large-scale replication data, Miller's analysis predicts that when NFP is brought to scale, it can achieve the following outcomes in Washington:

- 27% reduction in smoking during pregnancy
- 31% reduction in pregnancy-induced hypertension
- 18% reduction in first preterm births (<37 weeks)
- 67% reduction in infant mortality (3.8 fewer infant deaths per 1,000 families served)
- 35% reduction in closely-spaced second births (within 2 years postpartum)
- 27% reduction in very closely-spaced second births (within 15 months postpartum)
- 25.8 fewer subsequent preterm births per 1,000 families served
- 14% increase in moms who attempt to breastfeed
- 42% reduction in emergency department use related to childhood injuries (ages 0-2)
- 35% reduction in child maltreatment (through age 15)
- 44% reduction in language delay
- 52% reduction in youth crimes and arrests (ages 11-17)
- 59% reduction in alcohol, tobacco & marijuana use (ages 12-15)
- 26% increase in full immunization status (ages 0-2)
- 8% reduction in TANF payments (through 9 years postpartum)
- 10% reduction in Food Stamp Payments (through 10 years postpartum)
- 8% reduction in person-months of Medicaid coverage (through 15 years post-partum)
- 6% reduction in costs if on Medicaid through age 18
- Subsidized child care caseload reduced by 4.0 children per 1,000 families served

Dr. Miller's model predicts that on average, enrolling 1,000 low income families in NFP will prevent:

- 20 first preterm births and 27 subsequent preterm births to young mothers
- 67 cases of preeclampsia
- 3.8 infant deaths
- 27 cases of child maltreatment
- 152 child injuries treated in emergency departments
- 204 instances of youth substance abuse
- 148 youth arrests



[i] Ted Miller, Ph.D., Pacific Institute for Research and Evaluation, *Nurse-Family Partnership Home Visitation: Costs, Outcome, and Return on Investment*, April 30, 2013 and associated Return on Investment Calculator dated 5/5/2014. The national report is accompanied by a state-specific return on investment calculator that modifies national estimates to project state-specific outcomes and associated return on investment. The calculator is updated periodically to reflect major research updates.

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Reporting Period

Benton-Franklin Health District
7102 W. Okanogan Place
Kennewick, Wa 99336
(509) 460-4200

Progress Report

Nurse Family Partnership - Benton County
type brief report here

Program Activity	Measures
*Families in Active enrollment Families that received home visits Home visits completed Non-completion exits Program completers/graduates	

* not to exceed 50 for 2.0 FTE NHV

Submitted by Date

Nurse Family Partnership Program - Benton County
Annual Budget

		2016 Budget
562.2203.11010	**Salaries & Wages**	
	Public Health Nurse I, Step D, 1.00 FTE	50,800
	Public Health Nurse I, Step A, 1.00 FTE	45,192
	Public Health Nurse IV, Step H (Supervisor), 0.25 FTE	18,090
	Clerk, 0.75 FTE	19,890
	Total Salaries & Wages	**133,972**
562.2203.21000	**Benefits - Rate 37%**	**49,570**
562.2203.31000	**Supplies & Equipment**	
	Office Supplies	2,500
	Program Supplies	8,000
	Operating Equipment	7,770
	Total Supplies & Equipment	**18,270**
562.2203.43010	**Travel & Mileage**	
	Mileage	6,055
	Agency to Unit 2 Education	3,875
	Total Travel & Mileage	**9,930**
562.2203.45000	**Occupancy Costs**	6,466
	Rent & Utilities	2,999
	Communications	**9,465**
	Total Occupancy Costs	
562.2203.49000	**Training**	
	Professional Development	1,219
	Nurse Family Partnership Nurse Initial Education	9,918
	Total Training	**11,137**
Total Direct Costs		**232,344**
Indirect Costs		**71,144**
Total Program Costs		**$ 303,487**

Note 2: Benton-Franklin Health District will submit a budget request for continuation of the Nurse Family Partnership Program for inclusion in the 2017-2018 Benton County Budget by September 1, 2016.

Exhibit D: Proposed Invoice

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

Invoice

TO:
Benton County PO Box 190 Prosser, Wa 99350

Date	Invoice Number
Reporting Period	

Nurse Family Partnership - Benton County		
Expenditures		**Amount**
562.2203.11010	Salaries & Wages	
562.2203.21000	Benefits	
562.2203.31000	Supplies & Equipment	
562.2203.41000	Travel & Mileage	
562.2203.45000	Occupancy Costs	
562.2203.49000	Training	
	Indirect Costs	
	Total	**$0.00**

Remit Payment to:
Benton-Franklin Health District
7102 W. Okanogan Place
Kennewick, WA 99336
(509) 460-4553

Approved By: Date:

Please reference the invoice number on remittance.

BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE

FUNDING APPLICATION – DEBARMENT AND CRIMINAL HISTORY CERTIFICATION

Applicant Name:

Debarment

Has your organization, or any predecessor organization with substantially the same Board Members, ever been debarred by a federal, state, or local government entity from: a) entering into government contracts; b) competing for grants; or c) participating in Private-Public Partnerships?

☐ Yes ☑ No

If you checked "yes" please provide a letter of explanation including a copy of the notice of debarment if available.

Criminal History

Have any of the following persons in your organization ever been convicted of a felony or misdemeanor crime of dishonesty? a) Members of Board of Directors or other governing body; b) executive or director level staff; c) key persons who will be working to direct the program or project for which Benton County Gang and Crime Prevention Initiative Funding is sought?

☐ Yes ☑ No

If you checked "yes" please provide a letter of explanation.

I certify under penalty of perjury, as provided by the laws of the state of Washington, that the information provided above is true and correct to the best of my knowledge or as reasonably determined by business records of my organization.

Jason Zaccaria 5-18-16

Name Jason Zaccaria Date

Title: Health District Administrator

Name of Organization: Benton-Franklin Health District

ASSURANCE OF NON-DISCRIMINATION

The undersigned, hereby agrees that he/she shall comply with Benton County's Non-Discrimination Policy which is consistent with Title VI and Title VII of the 1964 Civil Rights Act as amended 1972; Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975, and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Readjustment Assistance Act; the Washington State Laws Against Discrimination, Chapter 49.60 Revised Code of Washington; and the Americans with Disabilities Act.

The policy reads as follows:

> It is the policy of Benton County that no person shall be subject to discrimination in the County or by its subcontractors because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam Era veteran status, or the presence of any physical, mental, or sensory handicap.

DATED this 18th day of May, 2016

COMPANY NAME: Benton-Franklin Health District

ADDRESS: 7102 W. Okanogan Place, Kennewick, WA 99336

AUTHORIZED BY: [signature] Health District Administrator
Signature Title

ASSURANCE OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Benton-Franklin Health District (Contractor), being first duly sworn, certifies that the quote submitted herein is a genuine price quote for services requested and is not a sham or collusive proposal or a proposal made in the interest or on behalf of any person not therein named; and it is further certified that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposed quote; and that said Contractor has not in any manner sought by collusion to secure an advantage over other contractor or contractors.

COMPANY NAME: Benton-Franklin Health District

SIGNATURE: Jason Zaccaria

PRINTED NAME: Jason Zaccaria

TITLE: Health District Administrator

DATE: 5-18-16

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:
Benton Franklin Health District
7102 W Okanogan Pl
Kennewick, WA 99336

Memorandum # 2016-00- 022

CERTIFICATE HOLDER:
Benton County
620 Market Street
Prosser, WA 99350

This is to certify that the Memorandum of Coverage has been issued to the the Member named above for the period indicated.

EFFECTIVE: September 1, 2015 to September 1, 2016

COVERAGE:	**LIMIT**
Comprehensive General Liability	
General Liability	$ 2,000,000
Professional Liability	$ 2,000,000
Personal Liability	$ 2,000,000
Auto Liability	
Combined Single Limit	$ 2,000,000
Hired and Non-Owned Auto Coverage	$ 2,000,000
Temporary Substitute Auto Coverage	$ 2,000,000

Benton County, its elected and appointed officials, employees, and agents are additional covered parties in respects to the Personal Services Contract for Nurse Family Partnership Program Services. Coverage includes Cyber Liability. Coverage is primary and non-contributory to the liability insurance maintained by the certificate holder.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Authorized Representative
5/19/2016

enduris WASHINGTON
1610 S Technology Blvd, Suite 100 - Spokane Washington - 99224
Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

ADDENDUM NO. B

ENDURIS AND ITS MEMBERS

MEMORANDUM OF COVERAGE

It is agreed that the "Covered Party, Covered Persons or Entities" provision is amended to include any person or entity to whom the member is obligated by virtue of a contract to provide insurance with respect to coverage afforded by this Memorandum. Said person or entity shall be covered only to the extent of such obligation of the covered party, and then only with respect to operations by or on behalf of the covered party, or of facilities of the covered party, or of facilities used by the covered party.

This policy will not insure or defend any claims for liabilities arising out of the sole fault, negligence or omission of the Additional Insured.

Coverage provided under this addendum is limited to the lesser of the limits stated on the Declaration page, or the minimum of coverage required in the contract.

This addendum requires written approval from Enduris.

It is further agreed that nothing herein shall act to increase Enduris' Limit of Liability.

This addendum is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown on the attached Evidence of Coverage. All other terms and conditions remain unchanged.

RESOLUTION 2016 439

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2015-032 REGARDING THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND WASHINGTON COMMUNICATIONS LLC DOING BUSINESS AS DAY WIRELESS SYSTEMS FOR SERVICES AND SUPPORT TO COUNTY COMMUNICATION AND PUBLIC SAFETY SYSTEMS

WHEREAS, per Resolution 2015-032 the Board of Benton County Commissioners awarded the personal service contract to Washington Communications LLC dba/Day Wireless Systems for installation and maintenance of electronic equipment in vehicles and hand held equipment carried by our deputies and corrections officers with a Board authorized amount not to exceed $250,000 including WSST; and

WHEREAS, it is necessary to amend Resolution 2015-032, as the overall costs to upfit new patrol vehicles, radio maintenance, and miscellaneous parts and repairs has exceeded $250,000; and

WHEREAS, the Sheriff's Office recommends establishing the overall authorized amount on the following rates, which are also outlined in the original personal service contract attached to Resolution 2015-032, plus WSST:

$690.42/per month Jail Portable Maintenance Agreement
$90.00/hour for vehicle work and field travel time
$90.00/hour for all other technical service work
$120.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Sheriff's Office recommendation and authorizes payment to Washington Communications LLC dba/Day Wireless Systems for all installation and maintenance of electronic equipment in vehicles and hand held equipment carried by our deputies and corrections officers, based on the rates listed above and further outlined in the original personal service contract attached to Resolution 2015-032, plus WSST; and

BE IT FURTHER RESOLVED the term of the original contract commences January 1, 2015 and expires on December 31, 2016; and

BE IT FURTHER RESOLVED, Resolution 2015-032 is hereby amended.

Dated this 24 day of May, 2016

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Sheriff's Office
cc: Auditor, S. Araiza, Day Wireless.

Prepared by L. Small

RESOLUTION 2016 453

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CLERKS BUDGET, FUND NUMBER 0148101 DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2015-2016 budget.

Dated this 7 day of June, 2016

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Clerk, Auditor, file

EXHIBIT A

BENTON COUNTY
LINE ITEM TRANSFERS

RESOLUTION No._____

DEPARTMENT: CLERK

DEPARTMENT NO.: 106

FUND NAME: Public Safety Tax Fund

FUND NO.: 0148101

TRANSFER FROM:

TRANSFER TO:

Base Sub **(6 digit)**	Line Item (4 digit)	LINE ITEM NAME	AMOUNT	Base Sub **(6 digit)**	Line Item (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1640	LPA II	$3000	512.300	3301	Computer Software	$3000
512.300	1640	LPA II	$3200	512.300	3508	Computer	$3200

Prepared by: Josie Delvin

Date: May 25, 2016

Approved ☒

Denied ☐

Chairman

Date: 6/7/2016

Chairman Pro Tem

Member

RESOLUTION 2016 454

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CORRECTING A SCRIVENERS ERROR IN THE PUBLIC SAFETY TAX FUND.

WHEREAS, the Benton County Clerk has discovered that the position in line item 0148101.106.00000.512.300.1640 was entered incorrectly as an LPA II instead of the correct classification of an LPA III; and

WHEREAS, the Board of Benton County Commissioners approved the budget with this error, and

WHEREAS, the Benton County Clerk was instructed to get the approval of the Board of Benton County Commissioners to correct this error, and

WHEREAS, the funding for this position is correct, and

WHEREAS, the Benton County Clerk reviewed all of the information that was submitted and the position should be corrected to reflect an LPA III; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the correction to reflect the position in the above mentioned line item should be corrected to show LPA III at a grade 6; and

BE IT FURTHER RESOLVED, that this Resolution will be effective June 1, 2016.

Dated this 7 day of June, 2016

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Personnel, Auditor, County Clerk

RESOLUTION 2016 455

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXPENDING FUNDS FROM THE CLERK COLLECTION FUND AND PUBLIC SAFETY TAX FUND TO PURCHASE LIBERTYNET LICENSES

WHEREAS, the Benton County Clerk's Office has historical documents preserved by digital scanning; and

WHEREAS, the Benton County Clerk's Office utilizes Liberty, a document imaging system, to preserve and make accessible archival records

WHEREAS, there is no other vendor that can supply LibertyNet licenses other than Techline Communications, Inc.

WHEREAS, the Benton County Clerk's Office has an immediate need of 5 additional licenses to facilitate access to records by the collection department and for new employees hired under the public safety tax measure; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington that the Benton County Clerk's Office purchase 5 additional licenses and support for 1 year at a total cost of $5,402.85 ($4,975.00 plus WSST of $427.85). The funds for purchase of licenses and 1 year support will be split equally between the Clerk Collection fund and the Public Safety Tax Fund.

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves expending funds in the amount of $5402.85 ($4,975.00 plus WSST of $427.85), from the Clerk Collection fund and Public Safety Tax fund for the purchase of 5 additional licenses to access LibertyNET.

Dated this 7 day of June, 2016

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Clerk, Auditor

TECHLINE COMMUNICATIONS, INC.
1010 Turner Way E, Seattle, WA 98112

QUOTE

Quote #	AAAQ7555
Date	05/12/2016
Sales Rep	John Fisk

Quote To:	Ship To:
Benton County	Benton County
Josie Delvin	Josie Delvin
7122 West Okanogan Place	7122 West Okanogan Place
Kennewick WA 99336	Kennewick WA 99336

Qty	Description	Unit Price	Ext. Price
5	LibertyNET Fixed Client Licenses	$995.00	$4,975.00
1	Fixed Client Package Discount Five client licenses for the price of four.	-$995.00	-$995.00
1	Incremental LibertyNET Software Subscription and Maintenance/Support	$995.00	$995.00
0	TechLine Services Time - TBD	$0.00	$0.00
		SubTotal	$4,975.00
		Sales Tax	$427.85
		Total	**$5,402.85**

Shipping charges may apply and will be reflected on final invoice

Please contact me should you have any questions

Prices subject to change. Quote is valid for 30 days except any special pricing with dated deadlines. This pricing information is confidential. Fax Purchase Orders to: (206) 522-7063. Hourly Rates are based upon 40 Hours per week during business hours 8 AM-5 PM, Mon-Fri, except holidays. Non-business hour services are provided on a scheduled or "when available" basis. Unused or bundled service hours may be used up to 12 months from the date of installation. Customer agrees to pay Techline Communications, Inc's attorney fees and costs incurred to collect the unpaid balance due under this purchase order, and also agrees that exclusive jurisdiction and venue for any such action shall be King County, Washington. Interest at the rate of 1.0% per month will be due on all past accounts.

RESOLUTION 2016 529

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 AGREEMENT BETWEEN PUBLIC SAFETY TESTING, INC. AND BENTON COUNTY FOR CORRECTIONS CORPORAL AND SERGEANT PROMOTIONAL TESTING SERVICES FOR BENTON COUNTY CIVIL SERVICE.

WHEREAS, per resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton County Civil Service Commission and the Benton County Sheriff's Office is requesting promotional testing for Sheriff Corrections Corporal and Sergeants which is valid, defensible, and current with today's professional standards; and

WHEREAS, Public Safety Testing, Inc. develops and administers assessment center promotional testing for law enforcement agencies; and

WHEREAS, the Benton County Civil Service Commission and Benton County Sheriff's Office recommends awarding said services to Public Safety Testing, Inc.; and

WHEREAS, the cost associated with the Public Safety Testing, Inc.'s development and administration for promotional testing for the Benton County Sheriff's Office shall not exceed $10,000, which will include but not limited to fee per hour, travel, lodging, meals, mileage, etc.; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners authorizes the Chairman to sign the attached agreement between Public Safety Testing, Inc. and Benton County for promotional testing services not to exceed $10,000 which will begin upon execution and will expire on September 1, 2016.

Dated this 28 day of June, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: Personnel, Auditor, Public Safety Testing, Inc.

Prepared by: L. Wingfield

Public Safety Testing

May 6, 2016

Tammy Dufault, Civil Service Chief Examiner **VIA Email**
Benton County
Kennewick, Washington

Dear Tammy,

It is our pleasure to offer promotional testing services to the Benton County. Please find attached our proposal to create a written examination for Corrections Corporal/Sergeant.

The professional services to be performed, the related costs, and the County's responsibilities are outlined in the following pages.

Public Safety Testing is committed to ensuring that the written examination is valid, defensible and current to today's professional standards. Though our product has evolved from years of experience and uses contemporary professional standards, it is uniquely customized for the County of Benton through close collaboration and partnership.

Thank you for the opportunity to be of service to the County of Benton. Please contact me at 425.776.9615 (or email: jon@publicsafetytesting.com or John Gray at 425.334.8580 (or email: johng@publicsafetytesting.com) if you have any questions or need any additional information.

Best regards,

Jon Walters
President

A proposal to the
COUNTY OF BENTON
for creating a written examination for
CORRECTIONS CORPORAL/SERGEANT

Scope of Services Provided by Public Safety Testing, Inc:

Public Safety Testing offers to create a written examination for the County of Benton (hereinafter "County") in 2016.

What PST Will Do To Create A 100 Question Multiple Choice Test:

- Use the previous Corrections Corporal/Sergeant Written Examination and freshen it to current information
- Creates a draft test booklet for pilot testing by the agency:
- Creates the final test booklet and the scoresheet, and makes copies for all the candidates,
- Administers and proctors the test,
- Scores the answer sheets, conducts an item analysis and sends the results to the agency: and
- Will defend the test if needed

What the County will do:

- Announces the test to the candidates, provides the source material to the candidates, and arranges for the site;
- Reviews the questions and answers for correctness and clarity
- Pilot tests the examination, if desired;
- Receives the scores and the analysis of the answers. Agency makes determination and decides if questions should be eliminated; and
- Notifies the candidates of their scores.

Indemnity and Hold Harmless

The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

1. PST shall indemnify and hold harmless the County, its employees and agents from any and all costs, claims or liability arising from:

a. Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

b. Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that PST shall be an independent Contractor and the County shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between PST and third parties;

c. The alleged negligent or tortious act of PST in the provision of services under this Agreement.

d. Solely for the purposes of this indemnification provision, PST expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

2. The County shall indemnify and hold harmless PST, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the County in the provision of services hereunder.

3. These indemnification provisions shall survive the expiration or termination of this Agreement.

Termination of this Project

PST and the County of Benton acknowledge that either party may terminate this project at any time with or without cause. Upon termination, the County shall be liable for the amortized remainder of the professional fees, if any, from the effective date of the termination notice based on the percentage of completion of duties listed above. In the event of a termination, both parties will agree upon the fees, if any.

PROFESSIONAL FEES

Semi-Custom Written Examination: $999.00

Additional Services:

- **On-Site Meetings or Proctoring** : $100 per hour plus travel expenses

Additional Costs: PST staff's travel, lodging and per diem expenses are additional, using the federal mileage and per diem rates for your agency's location. Currently these rates are $0.54 per mile and $59 per day for meals/per diem. Also, a 4% surcharge is added to actual expenses to cover state and local B&O taxes and fees. Washington State sales tax is NOT charged.

Agreement & Acceptance

Please send your formal acceptance of this proposal by email, fax or mail to:

Public Safety Testing, Inc.
Attn: Jon Walters
20818-44th Ave W., Suite 160
Lynnwood, WA 98036
Email: mailto:jon@publicsafetytesting.com
FAX: 425.776.0165

This proposal is valid until September 1, 2016 and needs to accepted and returned to PST prior to three weeks before mutually agreed-to date that the exam is administered.

Agreement & Acceptance:

COUNTY OF BENTON, WA	**PUBLIC SAFETY TESTING, INC.**
By: [signature]	[signature]
Print: Stan Lee	Jon F. Walters, Jr.
Its: Commissioner	President
Address: P.O. Box 190 Prosser, WA 99350	20818 – 44th Ave W, Suite 160 Lynnwood, WA 98036
Phone: 509-786-5600	425.776.9615
Date: 6/28/16	May 6, 2016

APPROVED AS TO FORM:
[signature], DPA 06/7/16

RESOLUTION 2016 530

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: DEPARTMENTAL NAME CHANGE TO THE PUBLIC SAFETY TAX FUND NO. 0148-101, DEPARTMENT 122

WHEREAS, a public hearing was held on Tuesday, April 12, 2016, in which the Financial Analyst requested a budget adjustment to the Public Safety Tax Budget, Fund No. 0148-101, Department 122, in the amount of $146,294; and,

WHEREAS, per Resolutions 2016-305 and 2016-355 the department title was listed as *Sheriff Metro Drug Task Force*; and,

WHEREAS, the Auditor's Office brought to the Deputy County Administrator's attention that Benton County's financial reporting system, EDEN, was showing the department title listed as *Contract Housing*; and,

WHEREAS, the Deputy Administrator recommends the department title be changed to *Metro Drug Task Force* as in later 2016 budget adjustments and during the 2017-2018 biennium budget process other offices besides the Sheriff's may charge within the Public Safety Tax Budget, Fund No. 0148-101, Department 122; **NOW THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners approves the Deputy County Administrator's recommendation to change the department title to *Metro Drug Task Force* related to the Public Safety Tax Budget, Fund No. 0148-101, Department 122; and,

BE IT FURTHER RESOLVED the Board of County Commissioners request the Auditor's Office to change the department title to *Metro Drug Task Force* related to the Public Safety Tax Budget, Fund No. 0148-101, Department 122 within Benton County's financial reporting system, EDEN.

Dated this 28 **day of** June **, 2016.**

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Auditor, Sheriff, Prosecuting Attorney, METRO, Commissioners

SmithKelty

RESOLUTION 2016 547

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, SHERIFF CUSTODY DEPARTMENT NUMBER 120.

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

Dated this 12 day of July, 2016

SHON SMALL - ABSENT

Chairman of the Board

James B Beaver

Member

Member

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

Attest: Carmen Mc Gee

Clerk of the Board

cc: Auditor; File, LSK, L. Ivey

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.230	6430	Capital Software	$105,650
TOTAL			$105,650

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	3106	Operating Supplies	$5,150
523.620	3501	Minor Equipment Small Tools	54,760
523.620	4103	Professional Services	5,675
523.620	4505	Licenses & Special Fees	40,065
TOTAL			$105,650

Explanation:

To appropriate funding for the Guardian RFID purchase. Resolution 2015-625 approved the purchase of the Guardian RFID purchase for $114,800. The budget was appropriated under Capital Software (6430). Request $105,650 of appropriated budget for Guardian RFID be transferred to Operating supplies, minor equipment and small tools, professional services and licenses and special fees.

Prepared by: Linda Ivey Date: 27-Jun-2016

Approved ☑ Denied ☐ Date: 7/12/16

SHON SMALL - ABSENT

Chairman

Member

Member

RESOLUTION 2016 548

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX (3/10 OF 1%) FUND NUMBER 0148-101, DEPARTMENT NUMBER 135

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

Dated this 12 day of July, 2016

SHON SMALL - ABSENT

Chairman of the Board

Member

Member

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

Attest: Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Public Safety Tax Administration Dept Nbr: 135

Fund Name: Public Safety Tax (3/10 of 1%) Fund Nbr: 0148-101

TRANSFER FROM: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	1663	PST Coordinator	$952
TOTAL			$952

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	3508	Computer Replacement	$797
521.100	3503	Computer Software	$155
TOTAL			$952

Explanation:

This request is based on Resolution 2016-310 for 1/2 the cost of new computer and Adobe Pro for the PST Coordinator.

Prepared by: P. Schut Date: 27-Jun-2016

Approved ☒ SHON SMALL - ABSENT Denied ☐ Date: 7/12/16

Chairman

Member

Member

RESOLUTION 2016 549

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND MIRROR MINISTRIES FOR HUMAN TRAFFICKING SURVIVOR SERVICES PROPOSAL

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to "*improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts*"; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Mirror Ministries has proposed a Human Trafficking Survivor Service in the annual amount of $5,000.00 for 2016; **NOW, THEREFORE**

BE IT RESOLVED the amount of $5,000.00, the 2016 annual budgeted amount prorated for the remaining six months of 2016, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Mirror Ministries; and

BE IT FURTHER RESOLVED, this agreement will start July 1, 2016.

Orig: S. Faulconer

cc: Auditor; Treasurer; PA-Contract Compliance; Mirror Ministries

Faulconer

Dated this 12 day of July, 2016

SHON SMALL - ABSENT

Chairman of the Board

Chairman Pro-Tem

Member

Attest: Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Mirror Ministries

Faulconer

BENTON COUNTY
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 Mirror Ministries, with its principal offices at 8836 W. Gage Blvd. 204A, Kennewick, WA 99336-7155, (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 (this document);
b. Exhibit A, Scope of Work Mirror Ministries Human Trafficking Survivor Services; and
c. Exhibit B, Progress Reporting and Measures; and
d. Exhibit C, Human Trafficking Survivor Services Budget; and
e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2016, and shall expire on December 31, 2016. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR for human trafficking education and training is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. In addition,

when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit B demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Tricia MacFarlan
PO Box 400
Richland, WA 99352
Phone: (509)948-8792
Fax:
Email: tricia.macfarlan@mirror-ministries.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone :(509)786-5600 x2442
Fax: (509)786-3080
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Program Budget Worksheet", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of July 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit C in an amount not to exceed five thousand dollars ($5,000).

b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

c. The CONTRACTOR may, in accordance with the amounts set forth in Exhibit D, submit invoices to the COUNTY not more than once per month during the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise

in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury

(including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability

coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the

policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to

withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that

event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders,

instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall

be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on July 1, 2016.

Dated: 7/12/16

Benton County Board of Commissioners
SHON SMALL - ABSENT

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy ~~Prosecuting~~ Attorney

Dated: _____

Mirror Ministries

Signature

President
Title:

Tricia MacFarlan
PRINTED NAME

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on July 1, 2016.

Dated: 7/12/16

Benton County Board of Commissioners
SHON SMALL - ABSENT

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: June 29th

Mirror Ministries

Signature

President
Title:

Tricia MacFarlan
PRINTED NAME

Exhibit A

Title of Program

Gang Crime Prevention and Intervention through Mirror Ministries Human Trafficking Survivor Services

Executive Summary

Mirror Ministries provides much needed outreach, prevention and intervention with at-risk populations, specifically those persons victimized, or at threat of being victimized by, domestic human trafficking. These vital programs are delivered through our Survivor Services Human Trafficking Advocates to increase public safety.

Currently, 58 youth aged 10 and older are being served by a Mirror Ministries advocate. Half of these victims were affiliated with or victimized by one of two Benton County gangs, the Northsiders and the Southsiders. Mirror Ministries Advocates play a crucial role in the interruption of gang activity and violence through education, intervention and advocacy.

Mirror Ministries is requesting a grant from the Benton County Gang and Crime Prevention Initiative of $5,000 to continue our mission in Benton County.

Name, Purpose Mission and Vision of Mirror Ministries

Mirror Ministries, a 501(c)(3) non-profit organization incorporated in Washington State, was founded in 2014 and operates in Benton County. Mirror Ministries is a volunteer-run organization whose board and staff are committed to its mission to respond to domestic sex trafficking with the love of Christ through local intervention and restorative services while motivating many to respond to the global human trafficking crisis with justice and mercy.

We do this through human trafficking education and trainings of local agencies, businesses, and schools, offering intervention in partnership with local agencies, businesses, and law enforcement, and advocacy support for victims.

Mirror Ministries values respect, empowerment and empathetic care for human trafficking survivors and victims. In essence, this means that our volunteers and staff walk alongside survivors to empower them as they walk the road to healing, recovery, and stability.

Our goal is that every survivor of human trafficking will one day be able to look in the mirror and see reflected back a person of inherent dignity and worth. Connecting survivors with quality, compassionate services, while providing avenues to connect with the community and engage society in a healthy way, is paramount to Mirror Ministries' mission.

Purpose and Need for the Program

We want to help reduce crime and make Benton County safer. Sex Trafficking, or Commercial Sexual Exploitation, is a largely unreported crime, yet we are seeing a dangerous trend. The need in our community has been well-documented in the Human Trafficking Assessment of the Tri-Cities Region in 2013, which reported an estimated 234 girls prostituted per night in the Tri-Cities (www.newedge.org). From the number of victims surfacing in the few months our dedicated Human Trafficking Advocate has been offering Survivor Services, we suspect the number may be higher. Although Domestic Minor Sex Trafficking (i.e. CSEC) victims come from every socio-economic background and ethnicity, our current case load of victims shows a disproportionately large percentage of victims from gang members.

Exhibit A

In our current case load of identified victims of sex trafficking (58 youth in the Tri-Cities), 29 were trafficked through local gangs, although not necessarily part of the gang themselves. Internationally, the average age of entry into sex trafficking is 12-13 years old, which is the same average age of entry we have seen in the Tri-Cities. These victims have been identified through a limited population. We know there are many more throughout Benton County. The human trafficking problem in our county continues to grow with local gang activity, which is responsible for about half of our current victim case load. Local gang members find selling a person repeatedly to be a more cost-efficient way of making money than selling drugs just once and having to obtain more. They have historically been less likely to be charged for human trafficking than drug trafficking as the victims are afraid to testify against them. Gaining a victim's trust to share their story is a key element of a human trafficking advocate's job.

Our region has not previously had the awareness or the ability to focus a program on human trafficking to educate on the dangers and warning signs, share options for a safe exit, and empower these victims to make the hard decisions that will lead them to freedom and a healthy, fulfilling life.

Now, through Survivor Services with Mirror Ministries, we can help keep our county safer and reduce crime through education/training, early intervention, enhanced reporting, and ongoing advocacy.

Detailed Program or Project Description

Mirror Ministries will bring human trafficking education and training to local schools, businesses, and agencies. This allows for earlier identification and intervention for victims; as staff and students are made aware of the warning signs and the help available, more victims will be brought forward to receive services. As victims have earlier intervention, they are likely to commit less crime under coercion from the trafficker, and they will not be formed into traffickers themselves (a common trafficking tactic). Education of the greater population prevents human trafficking, which decreases the potential victim pool. As people become aware of the tactics used by traffickers and gangs, new crimes/victims will be prevented. We aim to bring training/education to 30 or more schools, businesses, and agencies in Benton County in 2016.

Human trafficking awareness training for businesses has brought more cooperation with law enforcement and more suspected activity and viable tips being reported clearly. Mirror Ministries is available as a resource to law enforcement in Benton County and each city therein. Victims respond more expediently to an advocate that they can trust; that trust takes time to build. Having an advocate to whom officers can confidently entrust a victim for ongoing services in a complex situation reduces their Out of Service time. Each victim's written statement, achieved through the relationship with the advocate, usually points to multiple traffickers who are trafficking multiple victims each. This evidence is crucial for Prosecutors to build strong cases against an otherwise hidden crime. This results in more cases prosecuted and fewer criminals on our streets.

We seek to successfully connect trafficking victims to local services to address their needs for housing, counseling, drug rehab, education, parenting skills, survivor support group and employment. Mirror measures this success by the number of victims connected to services that meet their needs: our goal is at least 80% of identified victims offered 3 or more services through Mirror Ministries or a partner agency. Often this means accompanying a victim to a Safe House outside of Benton County. As we seek to empower these victims to find their way to healing

physically, mentally, and spiritually, we find the measure of success when we see them living as fully engaged, thriving members of our community. This measurement is best taken in small steps as this healing can take many years, so we will measure the day-to-day victories.

Mirror Ministries is an active member of Tri-Cities Coalition Against Trafficking, a local coalition consisting of law enforcement, legal system, and social service agencies. TC-CAT is working alongside Mirror to supervise our advocate, promote her role to agencies in Benton County, and to encourage all members of TC-CAT to utilize the Survivor Services program.

Mirror is working closely with SARC, My Friend's Place, Juvenile Detention, TC-UGM's Women's Shelter, Tri-City Pregnancy Network, local schools, and other agencies to identify human trafficking victims among their clients and provide advocacy services. This extends the reach of their organizations and our outreach as we work together towards education, intervention, and restoration.

Previous Work

Mirror Ministries programs and services are provided and delivered by highly trained advocates and volunteers. The personnel working on this crucial social issue understand it is not glorious; it is often very troubling and heartbreaking. Dedication to stopping a societal cancer resides in the heart of every Mirror Ministries volunteer and staff.

Mirror Ministries has been working in our community since December 2014. We hired the first Community Human Trafficking Advocate for our Survivor Services in February 2016. The Advocate has been working primarily out of Juvenile Detention where she is able to follow up with cases she has assessed. Now she is able to extend those services to other agencies throughout the community along with well-trained volunteers.

Before becoming an independent Non-Profit Organization, SOLD: The Human Trafficking Experience, now a project of Mirror Ministries, was operated through a local church. This mobile, multi-sensory experience details the global and local problem of human trafficking by immersing participants in the lives of victims in 9 different parts of the world. This exhibit challenges viewers to respond to human trafficking as advocates for change, seekers of justice and humble providers of mercy. SOLD has been hosted in 18 locations with over 6,840 participants throughout the last 4 years.

Another program, S.U.D.S (Stopping Underage Domestic Sex Trafficking), is an outreach to local hoteliers to train and educate hotel staff on identifying human trafficking in their establishments. This will be our 5th year to connect with all of the Kennewick, Pasco and Richland hotels, offering them training and free supplies during Water Follies weekend. This year we also hosted the BEST Inhospitable to Trafficking Training with our local hoteliers and law enforcement.

Previous Grants

Since its inception, Mirror Ministries has been a vibrant and robust advocate for the prevention and intervention of human trafficking. The organization has worked with a number of law enforcement officials to change lives and stop gang criminal activity.

Previous grants have been received through Women Helping Women Fund Tri-Cities, Columbia Community Church, Hope Outfitters and Wheatridge Foundation crowd-funding. Current grants

are being sought from the Women Helping Women Fund Tri-Cities, the Three Rivers Foundation, Wheatridge Foundation, SAFE in Washington, local civic clubs, and societies. Mirror Ministries, although in its infancy, has already been recognized as one of the most vibrant and active organizations in Benton County.

Mirror Ministries provides all services and programs at no charge to clients/victims. 100% of this grant will be utilized in Benton County. In total, and if fully funded, we estimate that $25,000 worth of services and programming will be offered to victims and community members in Benton County. Mirror Ministries is a stalwart steward of donated and grant funding. Programs are supported by a number of community partners, many of whom supply in-kind, budget off-setting, donations of goods and services. This allows Mirror Ministries to maximize the return on donor investments.

EXHIBIT B

Mirror Ministries
PO Box 400 Richland, WA 99352
Tel (509) 948-8792 Fax (509) 628-1141

MIRROR MINISTRIES

PROJECT STATUS REPORT

PROJECT SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
[Select Date]	Gang Crime Prevention & Intervention through Mirror Ministries Human Trafficking Survivor Services	Tricia MacFarlan, Executive Director Mirror Ministries

STATUS SUMMARY-

PROJECT OVERVIEW- CUMMULATIVE

TASK	%DONE	NOTES

BUDGET OVERVIEW

TOTAL BUDGET	INVOICED	REMAINING BUDGET

EXHIBIT C

Program Budget Worksheet **Time Period:** **Calendar Year : 2016** **PROGRAM REVENUES**	Amount Requested From Benton County	Amount Committed from Other Resources	Total	% % of Total Program Revenues
Benton County Safety Tax	5,000		5,000	20%
Women Helping Women Grant		10,000	10,000	40%
Mirror Ministry		10,000	10,000	40%
Other			0	0%
Other			0	0%
Other			0	0%
TOTAL PROGRAM REVENUES **(Amount in Cell B11 should be placed in Box #2 on Proposal Cover Sheet)**	**5,000**	**20,000**	**25,000**	**100%**
PROGRAM EXPENSES				
Payroll Expenses				
Staffing Level—Number of FTE's	0.1	0.4	0.5	
Salaries	3,000	17,000	20,000	80%
Benefits			0	0%
Other Payroll Expenses	500	3,000	3,500	14%
Total Payroll Expenses	**3,500**	**20,000**	**23,500**	**94%**
Operating Expenses				
Victim Services	1,200		1,200	5%
Training Supplies	300		300	1%
Other (specify)			0	0%
Total Operating Expenses	**1,500**	**0**	**1,500**	**6%**
Equipment				
(specify)			0	0%
(specify)			0	0%
Total Equipment Expenditures	**0**	**0**	**0**	**0%**
Administrative/Indirect Expense (15% maximum)				
(specify)			0	0%
(specify)			0	0%
Total Adm/Indirect Expenses	**0**	**0**	**0**	**0%**
TOTAL PROGRAM EXPENSES **(Amount in Cell E41 should be placed in Box #1 on Proposal Cover Sheet)**	**5,000**	**20,000**	**25,000**	**100%**
NET PROGRAM REVENUES LESS EXPENSES	**0**	**0**	**0**	**0%**

Mirror Ministries
PO Box 400
Richland, WA 99352

Exhibit D

Invoice

Date	Invoice #
5/23/16	18

Bill To
Benton County Loretta Smith Kelty PO Box 190 Prosser, WA 99350

Terms	Due Date
Monthly	6/22/16

Description	Initial Amt	Prior Amt	% Due	Amt Due
Benton County/Mirror Minstries Human Traffeicking Survivor Services	5,000.00		0.1666	833.00

Total	$833.00
Payments/Credits	$0.00
Balance Due	$833.00

RESOLUTION 2016 567

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT FOR KIONA-BENTON CRIME PREVENTION PROGRAM PROPOSAL

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to "*improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts*"; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Kiona-Benton City School District has proposed a Kiona-Benton Crime Prevention Program in the annual amount of $26,800.00 for 2016; **NOW, THEREFORE**

BE IT RESOLVED the amount of $26,800.00, the 2016 annual budgeted amount prorated for the remaining six months of 2016, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Kiona-Benton City School District; and

BE IT FURTHER RESOLVED, this agreement will start August 1, 2016.

cc: Auditor; Treasurer; PA-Contract Compliance; Mirror Ministries Faulconer

Dated this ..19..... day of .....July..., 20 16

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Mirror Ministries

Faulconer

BENTON COUNTY
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 Kiona-Benton City School District, with its principal offices at 1105 Dale Ave., Benton City, WA 99320, (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 (this document);
b. Exhibit A, Scope of Work Kiona-Benton Crime Prevention Program; and
c. Exhibit B, Progress Reporting and Measures; and
d. Exhibit C, Project Budget Worksheet; and
e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2016 and shall expire on December 31, 2016. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare

and present status reports in the form of Exhibit B demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Joe Lloyd
1105 Dale Ave.
Benton City, WA 99320
Phone: (509)588-2077
Fax:
Email: jlloyd@kidesd.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-5600 x2442
Fax: (509)786-3080
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of the costs to CONTRACTOR for the services set forth in Exhibit A is set forth in Exhibit C, "Project Budget Worksheet", which is attached hereto and incorporated herein by reference. For the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by the COUNTY in in an amount not to exceed twenty six thousand eight hundred dollars ($26,800).

b. No payment shall be made for any services performed by the CONTRACTOR, except for services and expenditures identified and set forth in this Contract.

c. The CONTRACTOR may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during

the progress of the services for partial payment of the services completed to date. Invoices shall cover the time the CONTRACTOR performed services during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or deaths to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this

Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of

or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed

in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY,

its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that

event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services and expenditures accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders,

instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall

be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on August 1, 2016.

Dated: 7-19-2016

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: July 7, 2016

Kiona-Benton City School District

Signature

Assistant Superintendent
Title:

Joe Lloyd
PRINTED NAME

Exhibit A

Title of program or project

Kiona-Benton Crime Prevention Program (KBCPP)

Executive summary of program or project (max 100 words).

The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, vocational resources so they can become a productive adult. We believe that bridging this gap for our at-risk youth will prevent them from participating in gang and other criminal activities.

Name, purpose, vision, and/or mission of your organization (max 200 words).

The mission of Kiona-Benton Schools is to educate students of all ages, abilities and cultural backgrounds within a caring environment of staff and community, to provide opportunities for all students to develop to their potential, to be confident of their abilities to learn, create, think work, recreate, take responsibility, be productive, and treat others with respect and dignity in an ever-changing global society.

Purpose and need for the program or project – current and historic challenges, opportunity or issue that the program or project seeks to address (max 400 words).

The purpose for this project is simply to help keep young people engaged in progressing toward becoming productive adults instead of taking situational detours that can get them and our community in trouble. In September 2004, Jordan E. Castillo, then 14, stabbed and killed a beloved teacher and coach, Bob Mars as an initiation act for the MSP (Mexicans Stand Proud) gang in Benton City. In December of 2007, Joshua Tucker (then 16) and Donald Schalchlin (then 15) fatally stabbed Donald's 13-year-old sister Elizabeth Schalchlin and his 41-year-old mother Ellen Schalchlin. In September of 2013, 19-year-old Noel Gonzalez and 18-year-old Noah Matlack of Benton City were charged with the stabbing murder of 55-year-old Mike Edwards. These three examples are of young people in the boundaries of the Kiona-Benton City School District in Benton City, Washington who fell off the "radar" of what mainstream education services have to offer and tumbled into the consequences for poor choices influenced by gangs or friends. These are doubly tragic not only because people lost their lives but in that the perpetrators also in a real sense lost their lives from incarceration. We want to stop this waste. Only the 19-year-old mentioned above was currently enrolled in school – the rest had dropped out. We want to establish a safety net that captures and engages the population of young people that drop out, drug out, or don't care and get involved in gang and other criminal behavior. We need a "jump start" to provide such a support in our community. The logical place for us to approach this is through the

schools. The State of Washington does not support such activities so we are approaching Benton County to help us fill in this important gap.

While all of our surrounding communities have received direct assistance from the public safety tax through their local police departments, Benton City only indirectly benefitted because we contract through the Benton County Sheriff's department for our law enforcement services. Though regular patrols are provided, in many instances, help is never quite instantly available because of the nature of the county coverage they provide. In a sense, receiving this grant would "balance the scale" and give a direct benefit of this portion of the safety tax. Because of our lack of access to these funds, our quality of life has been compromised as described in the above crimes by juvenile offenders.

Detailed program or project description – need, origins, phases, partners and their roles, timeline (max 500 words).

We propose using this as a startup grant to establish a program similar to the Communities in Schools program at Kiona-Benton City High School. We have requested being included in this program but they currently have no plans on expanding this next year. Richland and Kennewick school district have 13 schools involved in this program and it has been shown to be highly successful in helping students stay in school and engaged in productive behaviors. We have reached out to the Communities in Schools program manager and she has agreed to collaborate with us to the extent she can if we were to hire a similar position in our school district.

Besides funding the site coordinator position at our high school, we propose a small amount of funds for offering a parenting class for those families that are struggling since troubled youth most often come from troubled families. This would be a wrap-around service that would affect youth beyond the school day.

Lastly, we would propose a small operational fund for materials and supplies for us to establish this program in our school including, technology, curriculum supplies, other teaching materials, and a modest budget for light refreshments (a proven motivator for student and parent participation in our community).

With these components in place, we would launch our prevention program to provide for the non-academic needs for troubled youth in our community not only who are enrolled in school but those who have dropped out recently. Our site coordinator would specifically seek out those students who are struggling to stay in school and work with them to provide access to public and private services which will help normalize their lives so they can stay in school and become a productive adult. This coordinator would use the same approach as the Communities in Schools program to:

- Gather and mobilize local community partnerships including the Benton County Sheriff's department, the Benton Franklin Community Action Committee, and local medical and mental health providers.
- Work with school administrators and staff to build a site problem solving team to assess needs and provide supports to the school and students
- Establish relationships of trust with troubled youth and their families
- Work with partners to deliver tiers of support to the school, students and their families

The timeline for the project would begin in July of 2016 by advertising and hiring a site coordinator. Orientation and training would occur in August of 2016 with active program participation beginning in September 2016 when school starts. September through December of 2016 will include generate the data that we will report on and monitor. We would appreciate being considered for either an extension or renewal to keep this program going through the end of the 2016-17 school year (which ends in June 2017). The Parenting class will be organized and offered to participating families of youth by November 1, 2016 and conclude by December 20, 2016.

Regularly monitor and track progress of all student participants with attendance, participation and academic achievement as discrete data points of reference.

We anticipate that the results will be measurable over the year with four (4) distinct data collection points – upon entrance in September and in November, January and May. The data to be collected would include attendance, participation in program activities, and academic achievement. This data would be used in not only individualized planning for each student but collectively for program evaluation and adjustments. In addition, we will hold our site coordinator accountable to report monthly on the types of activities provided to help students access services. These data points and reports will be available for review as part of our school's public record in accordance with FERPA regulations.

Similar work your organization has done previously (max 300 words).

The Kiona-Benton City School District has an operating budget of over 16 million dollars and coordinates not only academic but transportation, food services, maintenance and other essential services for students. We have a student advocate position in the high school that is primarily tasked with the academic support for students. We would expect that the position created with this grant work in concert with that staff member in providing the social, emotional, mental, and physical support that students need to succeed and stay in or come back to school.

Previous grants received, projects or programs conducted on behalf of, or for, government agencies, or public-private partnerships entered into.

The Kiona-Benton City School District has written and managed numerous competitive grants including Federal and State grants such as:

- USDA's Rural Utilities Service grant ($168,000). 2013-16
- Washington State Department of Commerce Grant to pave HS parking lot ($125,000). 2014-15
- Washington State Career and Technical Education Grant for Materials Science Program Start up ($50,000). 2015-16
- Washington Reading Corps Grant ($150,000). 2015-16
- Office of the Superintendent of Public Instruction (OSPI) Response to Intervention grant ($125,000). 2008-12
- OSPI Math and Science Partnership Grant ($625,000). 2011-14

- In this current year's budget, the school district manages over $1,933,000 in grants (both public and private). These grants are regularly audited and our management practices and expenditures were found in compliance with state auditing practices.

Organizational finances – Provide the following financial documentation for the past two years (2014 & 2015): a) copies of 990-series filings made with the IRS; b) copies of audited financial statements (at a minimum this includes balance sheets and cash-flow statements).

Attachment A – Nonprofit Statement
Attachment B – Audited Financial Statement

Provide a copy of your 2016 operating budget as approved by your Board of Directors or similar governing body.

Attachment C – Approved Operating Budget for Kiona-Benton City School District

Project budget – Provide detailed project/program budget. Include leverage funds to be received from other third parties.

See Exhibit C – Project Budget Worksheet

Provide resumes for any key personnel associated with the project.

Attachment D –Resume of Joe Lloyd

Provide the names, brief bios and contact information for the members of your Board of Directors or similar governing body.

Board Chair	Leslie	Johnson	#3	Leslie.Johnson@kibesd.org	509-591-6569
Vice Chair	Tawny	Garrett	#5	tawny.garrett@kibesd.org	509-308-2991
School Board Member	Dale	Thornton	#4	Dale.Thornton@kibesd.org	509-205-9712
Legislative Representative	Ivan	Howard	#2	ivan.howard@kibesd.org	509-591-6639
WIAA Representative	Julie	Rheinschmidt	#1	jrheinschmidt@kibesd.org	509-438-3928

- Leslie Johnson – Homemaker with a Bachelor's Degree in Business Administration
- Tawny Garrett – A homemaker with two preschoolers at home.
- Dale Thornton – A father of students in the district and a plant engineer at Hanford
- Ivan Howard – A father of students in the district and a teamster that works at Hanford.
- Julie Rheinschmidt – A mother of students in the district and a science teacher at Kennewick School District

Provide primary and alternate contact information for the program or project lead.

Joe Lloyd
1105 Dale Ave.
Benton City, WA
jlloyd@kibesd.org
509-588-2077 (Work)
509-727-5581 (Cell)

(For capital projects or programs in operation for less than three years only) Provide a letter of reference and good standing from the bank where your organization does its banking.

Not applicable – not a capital project request

Provide copies of your current bylaws and conflict of interest policy (as approved by the IRS for your 501(c)3 or 501(c)4 registration).

Note: Because we are a public agency of the State of Washington, we are bound by all of the codified laws and regulations contained in the Washington Administrative Code (WAC) and Revised Code of Washington (RCW). Specifically, we adhere to the State Ethics in Public Service Act as outlined in RCW 42.52 in its entirety which generally addresses conflicts of interest, improper use of state resources, compensation for outside activities, and gifts. We also follow all of the common school provisions outlined in RCW 28A and are reviewed and audited by the office of the superintendent of public instruction (OSPI) and the state auditor's office regularly.

Please include all of the following with your submittal, saved in PDF format.

Attachment E – W9 Form
Attachment F – Tax Statement Letter
Attachment G – Debarment and Criminal History Certification

Exhibit B

Progress and Reporting Measures

Kiona-Benton Crime Prevention Program

Report for:_____ Submitted by: _____

Month/Year Date:_____

					Current Grades					
Student Name (Last, First)	Grade Level	Student ID	% Attendance	*Activity	1st Per	2nd Per	3rd Per	4th Per	5th Per	6th Per

Exhibit C
Project Budget Worksheet

Activity for 2016	Salary	Benefits	Materials	Services	Description
Grant Manager Salary	$1,314.00	$372.00			Leverage fund - provided by district
Facility costs				$1,314.00	Leverage fund - provided by district
Payroll processing costs				$131.00	Leverage fund - provided by district
Site Coordinator Training				$438.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$3,569.00**				
2016 KBCPP Site Coordinator	$12,000.00	$4,800.00			Requested from Grant
Equipment and Supplies			$5,000.00		Requested from Grant
Parenting Class Cost				$5,000.00	Requested from Grant
Total Funding Request from Grant for (2016)	**$26,800.00** (Prorated amount from August - December 2016)				

Activity for 2017	Salary	Benefits	Materials	Services	Description
Grant Manager Salary	$3,000.00	$850.00			Leverage fund - provided by district
Facility costs				$3,000.00	Leverage fund - provided by district
Payroll processing costs				$300.00	Leverage fund - provided by district
Site Coordinator Training				$1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$8,150.00**				
2016 KBCPP Site Coordinator	$27,400.00	$10,960.00			Requested from Grant
Equipment and Supplies					Requested from Grant
Parenting Class Cost				$5,000.00	Requested from Grant
Total Funding Request from Grant for (2017)	**$43,360.00** (January - December 2017)				

Activity for 2018	Salary	Benefits	Materials	Services	Description
Grant Manager Salary	$3,000.00	$850.00			Leverage fund - provided by district
Facility costs				$3,000.00	Leverage fund - provided by district
Payroll processing costs				$300.00	Leverage fund - provided by district
Site Coordinator Training				$1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$8,150.00**				
2016 KBCPP Site Coordinator	$27,400.00	$10,960.00			Requested from Grant
Equipment and Supplies					Requested from Grant
Parenting Class Cost				$5,000.00	Requested from Grant
Total Funding Request from Grant for (2018)	**$43,360.00** (January - December 2018)				

Note: Part of the Site Coordinator's job description will be to seek out additional partnership opportunties for no cost or low cost to add value to our KBCPP program.

Exhibit D
Invoice

Kiona-Benton City School District
1105 Dale Ave.
Benton City WA 99320
Phone 509-588-2000 Fax 509-588-5580

INVOICE

INVOICE #
DATE:

TO:
Benton County Gang and Crime Prevention Program
Attn: Loretta Smith Kelty
PO Box 190
Prosser, WA 99350

FOR:
Reimbursement for contracted costs for Kiona-Benton Crime Prevention Program

DESCRIPTION	AMOUNT
TOTAL	

Make all checks payable to Kiona-Benton City Schools
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Kim Scott, Exec Director of Finances or Mona Van Hollebeke 588-2000.

Thank you for your business!

RESOLUTION 2016 580

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SAFE HARBOR CRISIS NURSERY FOR MY FRIENDS PLACE OVERNIGHT EMERGENCY YOUTH SHELTER PROPOSAL

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to "*improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts*"; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Safe Harbor Crisis Nursery has proposed a My Friend's Place Overnight Emergency Youth Shelter Program in the annual amount of $20,830.00 for 2016; **NOW, THEREFORE**

BE IT RESOLVED the amount of $20,830.00, the 2016 annual budgeted amount prorated for the remaining five months of 2016, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Safe Harbor Crisis Nursery; and

BE IT FURTHER RESOLVED, this agreement will start August 1, 2016.

cc: Auditor; Treasurer; PA-Contract Compliance; Safe Harbor Faulconer

Dated this 26 day of July, 2016

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Safe Harbor

Faulconer

BENTON COUNTY
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 Safe Harbor Crisis Nursery, with its principal offices at 1111 N. Grant Place, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document);
b. Exhibit A, Scope of Work Safe Harbor/My Friends Place Overnight Emergency Youth Shelter; and
c. Exhibit B, Progress Reporting and Measures; and
d. Exhibit C, Project Budget Worksheet; and
e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2016, and shall expire on December 31, 2018. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare

and present status reports in the form of Exhibit B demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Karen Kirk-Brockman
1111 N. Grant Place
Kennewick, WA 99336
Phone: (509)554-4003
Fax:
Email: shcnkaren@gmail.com

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-5600 x2442
Fax: (509)786-3080
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "My Friends Place Project Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated based on a prorated portion of the yearly expenses of the program as set forth in Exhibit C in the amount of twenty thousand eight hundred thirty dollars ($20,830.00)($50,000.00 x 5/12). For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated in the amount of fifty-one thousand dollars ($51,000.00)(2016 year base expenses of $50,000.00 plus 2% increase). For the time period of January 1, 2018, through December 31, 2018, CONTRACTOR shall be

compensated in the amount of fifty-two thousand twenty dollars ($52,020.00)(2017 year base expenses of $51,000.00 plus 2% increase).

b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

c. The CONTRACTOR may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. **INSURANCE**

a. **Workers Compensation**: CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an

endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated

in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver

of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan

Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than

a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

a. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the

COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of

such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on August 1, 2016.

Dated: 7-26-16

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 07.19.16

Safe Harbor Crisis Nursery

Karen Kirk-Brockman
Signature

Executive Director
Title:

Karen Kirk-Brockman
PRINTED NAME

RESOLUTION 2016 608

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR PROSSER TEEN PROGRAM INVESTMENT

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to "*improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts*"; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Boys & Girls Club of Benton and Franklin Counties proposed a Prosser Teen Program Investment in the annual amount of $40,000.00 for 2016; **NOW, THEREFORE**

BE IT RESOLVED the amount of $40,000.00, the 2016 annual budgeted amount prorated for the remaining five months of 2016, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Boys & Girls Club of Benton and Franklin Counties, and

BE IT FURTHER RESOLVED, this agreement will start August 1, 2016.

cc: Auditor; Treasurer; PA-Contract Compliance; Boys & Girls Club of Benton and Franklin Counties Faulconer

Dated this 9 day of Aug., 2016

Chairman of the Board

Chairman Pro-Tem

JEROME DELVIN - ABSENT

Member

Attest: Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Boys & Girls Club of Benton and Franklin Counties Faulconer

BENTON COUNTY
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 Boys and Girls Club of Benton and Franklin Counties, with its principal offices at 801 N. 18th Ave., Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document);
b. Exhibit A, Scope of Work Prosser Teen Program Investment; and
c. Exhibit B, Progress Reporting and Measures; and
d. Exhibit C, Prosser Teen Program Investment; and
e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2016, and shall expire on December 31, 2016. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. The CONTRACTOR

shall prepare and present status reports in the form of Exhibit B demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Brian Ace
801 N. 18th Ave
Pasco, WA 99301
Phone: (509)543-9980
Fax:
Email: brian.ace@kidexpert.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-3760
Fax: (509)786-3080
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Prosser Teen Program Investment" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty thousand dollars ($40,000).

b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

c. The CONTRACTOR may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during

the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this

Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. INSURANCE

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

CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability

pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost

incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative

shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be

in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on August 1, 2016.

Dated: 8/9/2016

Benton County Board of Commissioners

Chairman

Member

JEROME DELVIN - ABSENT

Member

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

Attest: Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 7/28/16

Boys and Girls Club of Benton and Franklin Counties

Signature

Executive Director
Title:

Brian Ace
PRINTED NAME

GREAT FUTURES START HERE. **Exhibit A**

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN COUNTIES

Working **Together** to Build
A Brighter **Future** for Youth





Benton County Gang and Crime Prevention Initiative

Organizational Background

The Boys & Girls Clubs of Benton and Franklin Counties are committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The Boys & Girls Clubs have been providing services to youth in the Tri-Cities area since the fall of 1996. The organization now offers 13 locations throughout Benton and Franklin Counties; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, a preschool, and two teen parenting partnerships. Consistent with our organizational values of *Respect, Integrity, Stewardship, and Passion for Youth*, we provide a broad range of programs and activities focused on our priority outcomes of **Academic Success**, **Healthy Lifestyles**, and **Good Character and Citizenship**.

Organizational Experience

Funding from the Benton County Gang and Crime Prevention Initiative (BCGCP Initiative) would support the cost of program expansion for local teens at the Club branch in Prosser. The Boys & Girls Clubs of Benton and Franklin Counties serves nearly 2,400 youth annually, over 60% of which are low-income youth. On any given day our Clubs are positively impacting the lives of over 700 local youth by providing them with a variety of unique, fun, and engaging programming. Programs implemented at the Boys & Girls Club include prevention programming, education enrichment, healthy lifestyle activities, and civic engagement programs. A survey from Fight Crime: Invest in Kids demonstrated that afterschool programs are absolutely essential to preventing crime; nine out of ten police chiefs agreed with the statement: "If America does not make greater investments in afterschool and child care programs to help children and youth now, we will pay far more later in crime, welfare, and other costs." In the United States, on average, the cost of incarceration can cost over $400 per youth per day. A recent study from the University of Michigan found that for every $1 invested in Boys & Girls Clubs nearly $10 worth of economic benefits are returned to communities and society. Our Traditional Drop-In Club locations serve a high proportion of at-risk and low-income youth and teens that rely on the Club for holistic support. Investments in Boys & Girls Clubs alleviate societal costs such as healthcare, public assistance, and incarceration; an investment through the BCGCP Initiative would allow for the Boys & Girls Club to continue empowering youth along their journey to reaching their full potential.

Grant Administration Experience

The organization has extensive experience in implementing grant-funded programs; staff members at the Club have well-rounded knowledge of how to implement various types of grants including those granted from government agencies, private and public foundations, corporate foundations, as well as small service organizations. Currently, the Boys & Girls Clubs of Benton and Franklin Counties implements prevention

programming through a multi-year grant from the Benton Franklin Health District and the Washington State Department of Health. Other successful grant-funded programs currently implemented throughout the organization include a case management mentoring program through U.S. Department of Justice's Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the Boys & Girls Clubs of America (BGCA) and drug prevention programming for middle school-aged youth through the Washington State Department of Social and Health Services (DSHS). In addition to these large-scale grants, the organization also implements a variety of grant-funded programs through various corporations and regional service organizations. The Boys & Girls Club has the unique capacity to successfully implement many grant-funded programs through the efforts of the organization's Grants & Outcomes Coordinator dedicated exclusively to grant writing, grant implementation, and program execution. The collaborative efforts of the Grants & Outcomes Coordinator, administrative staff members, and Branch-level staff members all contribute to the success of implementing grant-funded programs and initiatives.

Program Summary

During the inaugural funding year of the BCGCP Initiative, The Boys & Girls Clubs of Benton and Franklin Counties is seeking funding to support one project at our Prosser Club location in Benton County. An executive summary and the funding amount requested can be found below.

Prosser Teen Program Investment **$40,000.00**

Funding support from the BCGCP Initiative would support the sustainability and expansion of the Teen Program at the Prosser Park Branch. Since the Club first opened their doors in 2010 they have seen a steady increase in teen membership and teen Club involvement; as of March 2016, the Prosser Branch has over 60 teen members and serves an average of 25 teens every day. Funding from the new initiative would support the Teen Program in Prosser by providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.

Thank you for partnering with us to invest in Boys & Girls Club programs. We appreciate your consideration of grant funding to provide local youth with opportunities that are unique, fun, and educational. This strategic investment will ensure that taxpayer funds through the Public Safety Tax will have a lasting impact on youth throughout Benton County.

If any questions arise please contact Brian Ace at brian.ace@kidexpert.org or (509)-543-9980.

LEARN. LIVE. LEAD.

Prosser Teen Program Investment

Community Need

The Prosser Park Branch of the Boys & Girls Club first opened their doors in 2010 and currently serves school-aged youth in Prosser and surrounding communities. Every year the Prosser Club has seen its teen population of middle school and high school students increase. Currently the Club serves an average of 25 teens each and every day at the satellite Teen Center located in facilities leased from First Baptist Church in Prosser. The Prosser Park Branch is seeking funding from the BCGCP Initiative to support the effective expansion of Teen Program services. The Boys & Girls Club provides unique services to teens that revolve around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Youth in the Prosser community need a stable support system that will be there for them during not only academic hardships, but during other times of need as well. Youth and teens
often become involved in gang activity or other risky behaviors in search of a source of stability in their lives. The Club prides itself on providing youth with a sense of Belonging, Usefulness, Influence, and Competence. These are the very things that gangs provide, and the Club has positioned itself as a positive alternative to gange involvement. The Boys & Girls Club has the ability to provide teens with a place that offers stability but in a positive and productive way. It is imperative that the Club provide these teens that need us most with the tools and resources necessary for them to become positive, productive members of society.



Funding for the Prosser Club's Teen Program will support the cost of staffing, staff training, increasing program services, and will provide Prosser teens with more experiential learning opportunities. Prosser's Teen Program will provide teens with a positive and productive after school alternative to staying home alone or participating in risky behaviors. Between 3 PM and 7 PM, the hours immediately following school dismissal, are when juvenile crime, delinquency, and violence peak. The expansion of Prosser Club's Teen Program will be able to provide local teens with a fun, safe, and productive environment that will foster the holistic growth and development of teens during a vital part of their adolescence.

Project Details

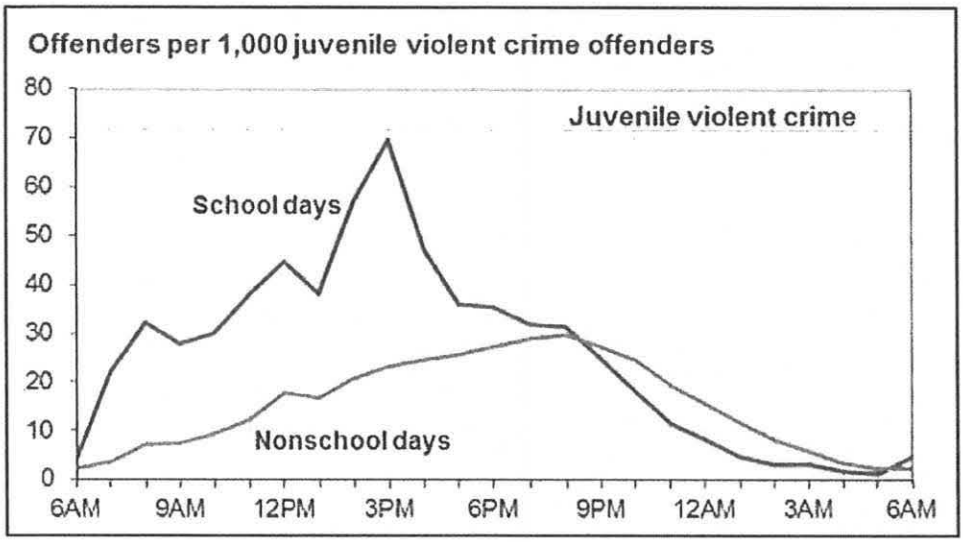
The Teen Program at the Prosser Park Branch, provided with the necessary resources, has the unique potential to provide local teens with a variety of fun and engaging opportunities for learning and growth. Support from the BCGCP Initiative would support significant expansion of program services to teens throughout the Prosser community. All activities and programs offered by the Boys & Girls Club are focused around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Teen Program expansion would allow for program staff to receive training on how to more effectively implement quality programming, and would increase the variety of valuable program opportunities offered at the Prosser Club. The Club will also have the increased capacity to provide more teen late-night events throughout the year and an increased number of experiential learning field trips exclusively for teens.

Teens will have the opportunity to participate in many leadership and volunteer programs to develop skills and grow in ways they may not be able to in a traditional school setting. A few of these programs include Keystone Club: a teen-led community service club, Youth of the Year: the Club's premier recognition and scholarship program developing public speaking, writing, and interviewing skills, CareerLaunch: a career exploration program, and Junior Staff: a program empowering teens to become leaders within their Club community. Program expansion will allow for Club staff to be formally trained to implement programs through the Boys &

Girls Clubs of America and other prevention programs through other organizations. In addition to formal training, the Prosser Club would also be able to purchase their own sets of program curriculum and have them promptly available for use.

Funding from the BCGCP Initiative would also allow for Prosser teens to participate in more experiential learning field trips both locally and throughout the Pacific Northwest. These field trips will include local and regional college tours, career exploration field trips throughout the community, and other fun trips as program incentives. Late-night Club events after hours serve as a great way for local youth to build relationships and spend their evenings in a safe and productive environment.

Teen Programs are a unique aspect of Boys & Girls Club programming as teen interests are constantly evolving and changing. In order to ensure that the Prosser Club's Teen Program is providing local teens with innovative, fun, and meaningful programming it is essential that we invest resources into program enhancements and expansion.



Above: Research from the US Office of Juvenile Justice and Delinquency Prevention (OJJDP) demonstrates the increase in violent juvenile crime on school days during the hours immediately following school dismissal.

REPORTING PERIOD:

PROGRAM: Prosser Teen Program Investment

PROGRAM HIGHLIGHTS/NARRATIVE:

<Brief program highlights & significant events that have occurred during the reporting period>

PROGRAM DATA & MEASURABLES:

MEASURABLES	PROGRESS TO DATE
Enroll at least 55 teen members by 12/31/2016.	
Maintain average daily attendance (ADA) of at least 8 teens per day during summer program months. (June -August)	
Maintain average daily attendance (ADA) of at least 15 teens per day during school-year program months. (September - December)	
Teens attend Boys & Girls Club at least two days per week, on average each month during school-year program months. (September – December)	

Prosser Teen Program Investment (August - December 2016)

Exhibit C

Item	Description		
Personnel Expenses			
Branch & Program Director	Administrative oversight 16 hrs per week x $25 per hour	$	400.00
Grants & Outcomes Coordinator	Administrative grant management 2 hrs per week x $20 per hour	$	40.00
Director of Operations	4 hrs per week x $30 per hour	$	120.00
Teen Coordinator	Planning, preparing, & implementing programs 35 hrs per week x $14 per hour	$	490.00
Program Support Staff	Second staff 20 hrs per week x $12 per hour	$	240.00
	Subtotal:	$	1,290.00
Benefit Allocation	15% (PT and FT average)	$	193.50
	Weekly Expense:	$	1,483.50
	Total Personnel Expenses (22 weeks)	**$**	**32,637.00**
Supplies			
Program Supplies	Average of $350 per month x 5 months to run variety of teen programs	$	1,750.00
Participation Incentives	$100 per month x 5 months	$	500.00
Teen Late Nights	$150 per event x 2 events per month x 5 months	$	1,500.00
Snacks	Daily healthy snacks	$	4,875.00
Office Supplies	$15 per month	$	75.00
	Supply Expenses:	**$**	**8,700.00**
Other			
Field Trip Expenses	Experiental Learning opportunities	$	3,125.00
Fuel for Field Trips	$50 per month x 5 months	$	250.00
Staff Training	Staff Development and program training	$	2,200.00
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America	$	3,000.00
Rent	$100 per month x 5 months	$	500.00
Utilities	Monthly utilities $700 per month x 5 months	$	3,500.00
Printing & Postage	$25 per month x 5 months	$	125.00
	Other Expenses:	**$**	**12,700.00**
	Expense Total:	**$**	**54,037.00**

The Boys & Girls Clubs of Benton and Franklin Counties appreciates your consideration of a $40,000 investment in the Prosser Club's Teen Program.

For inquiries please contact:

Brian Ace, Executive Director brian.ace@kidexpert.org
Andrea Locati, Director of Operations andrea@kidexpert.org
Dena Lodahl, Branch Director dena.lodahl@kidexpert.org

Exhibit D : proposed invoice

Boys & Girls Clubs of Benton and
Franklin Counties
PO Box 1322
Pasco, WA 99301

Invoice

Due Date	Invoice #
6/1/2016	715

Bill To

Description	Rate	Amount

Total	**$0.00**

Phone #	Fax #	Web Site	Tax ID#
509-543-9980	509-543-9981	www.kidexpert.org	91-1673327

RESOLUTION 2016 635

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS AND GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR PROSSER TEEN PROGRAM INVESTMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-608 dated August 9, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed forty thousand dollars ($40,000); and

WHEREAS, the both parties wish to increase the budget of the Contract an additional fifteen thousand dollars ($15,000); and

WHEREAS, the attached first amendment is necessary to increase the quality and amount of services provided by CONTRACTOR; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment increasing the contract amount for 2016 to an amount not to exceed fifty five thousand dollars ($55,000); and

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto.

Dated this 23 **day of** Aug, **20**16

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Boys & Girls Club of Benton and Franklin Counties Faulconer

FIRST AMENDMENT TO

PERSONAL SERVICES CONTRACT

BETWEEN

BENTON COUNTY AND BOYS AND GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES

This Contract Amendment, made and entered into this 23 day of Aug, 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BOYS AND GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES**, with its principal office at 801 N. 18th Ave., Pasco, WA 99301, (hereinafter "CONTRACTOR").

Recitals

Whereas, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-608 on August 9, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract.

Whereas, the both parties wish to increase the budget of the Contract an additional fifteen thousand dollars ($15,000) to increase the quality and amount of services provided by CONTRACTOR.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below sections which are amended as follows:

a) Section 1. **CONTRACT DOCUMENTS** - the documents referenced in Section 1 are hereby deleted and replaced with the following documents attached hereto:
   i) Exhibit A, Scope of Work Prosser Teen Program Investment; and
   ii) Exhibit B, Progress Reporting and Measures; and
   iii) Exhibit C, Prosser Teen Program Investment; and
   iv) Exhibit D, Invoice.

b) Section 5a. **COMPENSATION** - is hereby deleted and replaced in its entirety with the following:

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Prosser Teen Program Investment" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed fifty five thousand dollars ($55,000).

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

Dated: 8/23/16

Benton County Board of Commissioners

Chairman

Dated: 8/15/16

Boys and Girls Club of Benton and Franklin Counties

Signature

Executive Director
Title

Brian Ace
PRINTED NAME

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

GREAT FUTURES START HERE. **Exhibit A**

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN COUNTIES

Working **Together** to Build
A Brighter **Future** for Youth





Benton County Gang and Crime Prevention Initiative

Organizational Background

The Boys & Girls Clubs of Benton and Franklin Counties are committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The Boys & Girls Clubs have been providing services to youth in the Tri-Cities area since the fall of 1996. The organization now offers 13 locations throughout Benton and Franklin Counties; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, a preschool, and two teen parenting partnerships. Consistent with our organizational values of *Respect, Integrity, Stewardship, and Passion for Youth*, we provide a broad range of programs and activities focused on our priority outcomes of **Academic Success, Healthy Lifestyles,** and Good Character and Citizenship.

Organizational Experience

Funding from the Benton County Gang and Crime Prevention Initiative (BCGCP Initiative) would support the cost of program expansion for local teens at the Club branch in Prosser. The Boys & Girls Clubs of Benton and Franklin Counties serves nearly 2,400 youth annually, over 60% of which are low-income youth. On any given day our Clubs are positively impacting the lives of over 700 local youth by providing them with a variety of unique, fun, and engaging programming. Programs implemented at the Boys & Girls Club include prevention programming, education enrichment, healthy lifestyle activities, and civic engagement programs. A survey from Fight Crime: Invest in Kids demonstrated that afterschool programs are absolutely essential to preventing crime; nine out of ten police chiefs agreed with the statement: "If America does not make greater investments in afterschool and child care programs to help children and youth now, we will pay far more later in crime, welfare, and other costs." In the United States, on average, the cost of incarceration can cost over $400 per youth per day. A recent study from the University of Michigan found that for every $1 invested in Boys & Girls Clubs nearly $10 worth of economic benefits are returned to communities and society. Our Traditional Drop-In Club locations serve a high proportion of at-risk and low-income youth and teens that rely on the Club for holistic support. Investments in Boys & Girls Clubs alleviate societal costs such as healthcare, public assistance, and incarceration; an investment through the BCGCP Initiative would allow for the Boys & Girls Club to continue empowering youth along their journey to reaching their full potential.

Grant Administration Experience

The organization has extensive experience in implementing grant-funded programs; staff members at the Club have well-rounded knowledge of how to implement various types of grants including those granted from government agencies, private and public foundations, corporate foundations, as well as small service organizations. Currently, the Boys & Girls Clubs of Benton and Franklin Counties implements prevention

programming through a multi-year grant from the Benton Franklin Health District and the Washington State Department of Health. Other successful grant-funded programs currently implemented throughout the organization include a case management mentoring program through U.S. Department of Justice's Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the Boys & Girls Clubs of America (BGCA) and drug prevention programming for middle school-aged youth through the Washington State Department of Social and Health Services (DSHS). In addition to these large-scale grants, the organization also implements a variety of grant-funded programs through various corporations and regional service organizations. The Boys & Girls Club has the unique capacity to successfully implement many grant-funded programs through the efforts of the organization's Grants & Outcomes Coordinator dedicated exclusively to grant writing, grant implementation, and program execution. The collaborative efforts of the Grants & Outcomes Coordinator, administrative staff members, and Branch-level staff members all contribute to the success of implementing grant-funded programs and initiatives.

Program Summary

During the inaugural funding year of the BCGCP Initiative, The Boys & Girls Clubs of Benton and Franklin Counties is seeking funding to support one project at our Prosser Club location in Benton County. An executive summary and the funding amount requested can be found below.

Prosser Teen Program Investment **$55,000.00**

Funding support from the BCGCP Initiative would support the sustainability and expansion of the Teen Program at the Prosser Park Branch. Since the Club first opened their doors in 2010 they have seen a steady increase in teen membership and teen Club involvement; as of March 2016, the Prosser Branch has over 60 teen members and serves an average of 25 teens every day. Funding from the new initiative would support the Teen Program in Prosser by providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.

Thank you for partnering with us to invest in Boys & Girls Club programs. We appreciate your consideration of grant funding to provide local youth with opportunities that are unique, fun, and educational. This strategic investment will ensure that taxpayer funds through the Public Safety Tax will have a lasting impact on youth throughout Benton County.

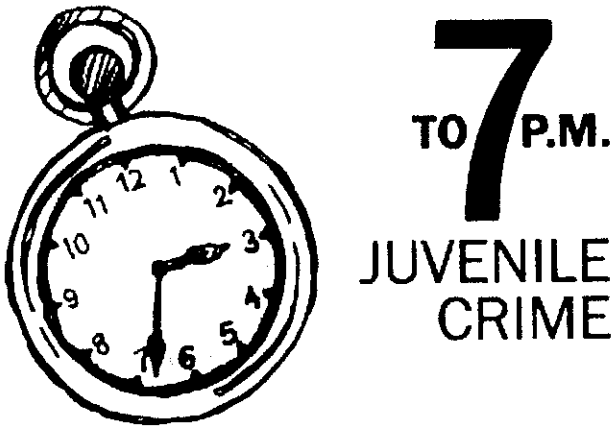
If any questions arise please contact Brian Ace at brian.ace@kidexpert.org or (509)-543-9980.

LEARN. LIVE. LEAD.

Prosser Teen Program Investment

Community Need

The Prosser Park Branch of the Boys & Girls Club first opened their doors in 2010 and currently serves school-aged youth in Prosser and surrounding communities. Every year the Prosser Club has seen its teen population of middle school and high school students increase. Currently the Club serves an average of 25 teens each and every day at the satellite Teen Center located in facilities leased from First Baptist Church in Prosser. The Prosser Park Branch is seeking funding from the BCGCP Initiative to support the effective expansion of Teen Program services. The Boys & Girls Club provides unique services to teens that revolve around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Youth in the Prosser community need a stable support system that will be there for them during not only academic hardships, but during other times of need as well. Youth and teens often become involved in gang activity or other risky behaviors in search of a source of stability in their lives. The Club prides itself on providing youth with a sense of Belonging, Usefulness, Influence, and Competence. These are the very things that gangs provide, and the Club has positioned itself as a positive alternative to gange involvement. The Boys & Girls Club has the ability to provide teens with a place that offers stability but in a positive and productive way. It is imperative that the Club provide these teens that need us most with the tools and resources necessary for them to become positive, productive members of society.



Funding for the Prosser Club's Teen Program will support the cost of staffing, staff training, increasing program services, and will provide Prosser teens with more experiential learning opportunities. Prosser's Teen Program will provide teens with a positive and productive after school alternative to staying home alone or participating in risky behaviors. Between 3 PM and 7 PM, the hours immediately following school dismissal, are when juvenile crime, delinquency, and violence peak. The expansion of Prosser Club's Teen Program will be able to provide local teens with a fun, safe, and productive environment that will foster the holistic growth and development of teens during a vital part of their adolescence.

Project Details

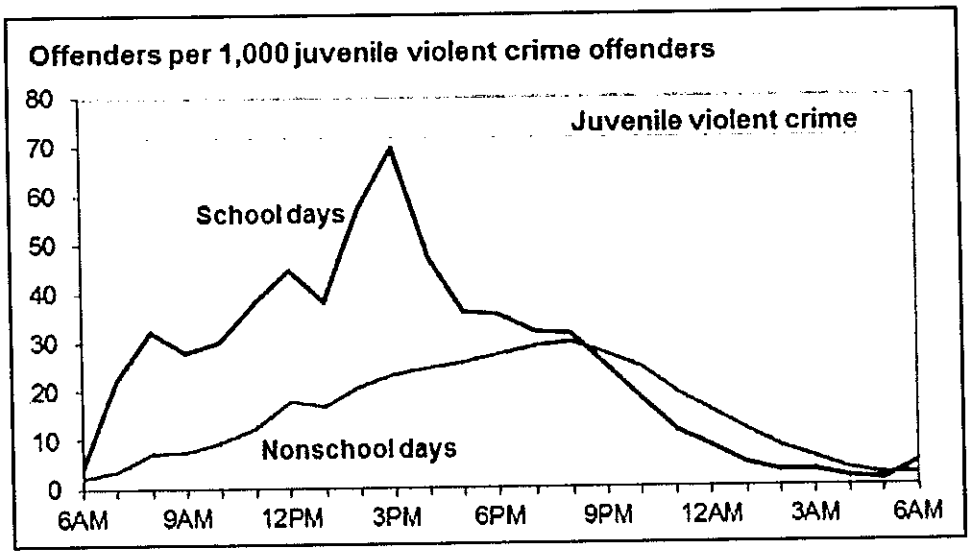
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Teens will have the opportunity to participate in many leadership and volunteer programs to develop skills and grow in ways they may not be able to in a traditional school setting. A few of these programs include Keystone Club: a teen-led community service club, Youth of the Year: the Club's premier recognition and scholarship program developing public speaking, writing, and interviewing skills, CareerLaunch: a career exploration program, and Junior Staff: a program empowering teens to become leaders within their Club community. Program expansion will allow for Club staff to be formally trained to implement programs through the Boys &

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Teen Programs are a unique aspect of Boys & Girls Club programming as teen interests are constantly evolving and changing. In order to ensure that the Prosser Club's Teen Program is providing local teens with innovative, fun, and meaningful programming it is essential that we invest resources into program enhancements and expansion.



Above: Research from the US Office of Juvenile Justice and Delinquency Prevention (OJJDP) demonstrates the increase in violent juvenile crime on school days during the hours immediately following school dismissal.

REPORTING PERIOD:

PROGRAM: Prosser Teen Program Investment

PROGRAM HIGHLIGHTS/NARRATIVE:

<Brief program highlights & significant events that have occurred during the reporting period>

PROGRAM DATA & MEASURABLES:

MEASURABLES	PROGRESS TO DATE
Enroll at least 55 teen members by 12/31/2016.	
Maintain average daily attendance (ADA) of at least 8 teens per day during summer program months. (June -August)	
Maintain average daily attendance (ADA) of at least 15 teens per day during school-year program months. (September - December)	
Teens attend Boys & Girls Club at least two days per week, on average each month during school-year program months. (September – December)	
Kitchen equipment delivery and installation completed by 9/30/2016	
Furniture items delivered by 9/16/2016	
Storage units delivered by 9/16/2016	

Exhibit C

Prosser Teen Program Investment (August - December 2016)

Item	Description		
Personnel Expenses			
Executive Director	1 hour per week x $45 per hour		$ 45.00
Branch & Program Director	Administrative oversight 18 hrs per week x $25 per hour		$ 450.00
Director of Operations	4 hours per week x $30 per hour		$ 150.00
Teen Coordinator	Planning, preparing, & implementing programs 35 hrs per week x $14 per hour		$ 490.00
Program Support Staff	Second staff x 20 hrs per week x $12 per hour		$ 240.00
		Subtotal:	$ 1,375.00
Benefit Allocation	15% (PT and FT average)		$ 206.25
		Weekly Expense	$ 1,581.25
		Total Personnel Expenses (22 weeks):	**$ 34,787.50**
Supplies			
Program Supplies	Average of $350 per month x 5 months to run a variety of teen programs		$ 1,750.00
Participation incentives	$100 per month x 5 months		$ 500.00
Teen Late Nights	$150 per event x 2 events per month x 5 months		$ 1,500.00
Snacks	Daily healthy snacks		$ 5,850.00
Office Supplies	$15 per month		$ 75.00
		Supply Expenses:	**$ 9,675.00**
Other			
Kitchen Equipment	Replace outdated and non-functioning kitchen equipment		$ 6,500.00
Furniture	Furniture pieces for homework area and other program spaces		$ 2,700.00
Storage Units	3 storage units		$ 1,600.00
Field Trip Expense	Experiental learning opportunities		$ 3,750.00
Fuel for Field Trips	$50 per month x 5 months		$ 250.00
Staff Training	Staff development and program training		$ 2,200.00
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America		$ 3,000.00
Rent	$100 per month X 5 months		$ 500.00
Utilities	Monthly utilities $700 per month x 5 months		$ 3,500.00
Printing and Postage	$25 per month x 5 months		$ 125.00
		Other Expenses:	**$ 24,125.00**
		Expense Total:	**$ 68,587.50**

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a $55,000 investment in the Prosser Teen Program. An investment of $55,000 will support 80% of the total cost of Teen Program implementation and operation at the Prosser Boys & Girls Club.

For inquiries please contact:
Brian Ace, Executive Director: brian.ace@kidexpert.org
Andrea Locati, Director of Operations: andrea@kidexpert.org
Dena Lodahl, Branch Director: dena.lodahl@kidexpert.org

Exhibit D : proposed invoice

Boys & Girls Clubs of Benton and
Franklin Counties
PO Box 1322
Pasco, WA 99301

Invoice

Due Date	Invoice #
6/1/2016	715

Bill To

Description	Rate	Amount

Total	$0.00

Phone #	Fax #	Web Site	Tax ID#
509-543-9980	509-543-9981	www.kidexpert.org	91-1673327

RESOLUTION 2016 683

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CLERKS BUDGET, FUND NUMBER 0148101 DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2015-2016 budget.

Dated this 13 day of Sept -, 2016

Chairman of the Board

Member

Member

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

Attest: Clerk of the Board

cc: Clerk, Auditor, file

EXHIBIT A

BENTON COUNTY
LINE ITEM TRANSFERS

RESOLUTION No. 2016-683

DEPARTMENT: CLERK

DEPARTMENT NO.: 106

FUND NAME: Public Safety Tax Fund

FUND NO.: 0148101

TRANSFER FROM:

TRANSFER TO:

Base Sub (6 digit)	Line Item (4 digit)	LINE ITEM NAME	AMOUNT	Base Sub (6 digit)	Line Item (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1640	LPA III	$2,000	512.300	1925	Overtime	$2,000

Prepared by: Josie Delvin

Date: August 31, 2016

☒ **Approved**

☐ **Denied**

Chairman

Date: 9-13-16

Chairman Pro Tem

Member

RESOLUTION 2016 771

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY ("COUNTY"), WASHINGTON AND BENTON-FRANKLIN HEALTH DISTRICT ("CONTRACTOR") FOR NURSE FAMILY PARTNERSHIP PROGRAM

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-436 dated May 24, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a 2016 budget not to exceed one-hundred seventy seven thousand thirty four dollars and eight cents ($177,034.08) (year base expenses of $309, 556.74, prorated monthly for remainder of 2016); and

WHEREAS, COUNTY and CONTRACTOR agreed pursuant to the Contract that CONTRACTOR would submit a biennial budget by September 2016 to correspond with the Benton County 2017-2018 biennium budget cycle in the amounts set forth in the Contract; and

WHEREAS, this First Amendment to the Contract is necessary to provide a detailed budget for the CONTRACTOR'S 2017-2018 services; and

WHEREAS, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated in the amount of three hundred nine thousand five hundred fifty six dollars and seventy four cents ($309,556.74) (2016 year base expenses of $303, 487.00 plus 2% increase). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount of three hundred fifteen thousand seven hundred forty seven dollars and eighty seven cents ($315,747.87) (2017 year base expenses of $309,556.74 plus 2% increase); **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment updating the Contract to include the submitted biennial budget, to correspond with the Benton County 2017-2018 biennium budget cycle in the amounts set forth above and as listed in "Exhibit C: 2016 – 2018 NFP Budget"; and

cc: Auditor; Treasurer; PA-Contract Compliance; Benton-Franklin Health District

Faulconer

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto.

Dated this 4 **day of** Oct **, 20** 16

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Benton-Franklin Health District

Faulconer

FIRST AMENDMENT TO

PERSONAL SERVICES CONTRACT

BETWEEN

BENTON COUNTY AND BENTON-FRANKLIN HEALTH DISTRICT

This First Contract Amendment, made and entered into this 4 day of Oct., 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BENTON-FRANKLIN HEALTH DISTRICT**, with its principal offices at 7102 W. Okanogan Place, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-436 dated May 24, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a 2016 budget not to exceed one-hundred seventy seven thousand thirty four dollars and eight cents ($177,034.08); and

WHEREAS, COUNTY and CONTRACTOR agreed pursuant to the Contract that CONTRACTOR would submit a biennial budget by September 2016 to correspond with the Benton County 2017-2018 biennium budget cycle in the amounts set forth in the Contract; and

WHEREAS, this First Amendment to the Contract is necessary to provide a detailed budget for the CONTRACTOR'S 2017-2018 services.

NOW, THEREFORE in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of the Contract shall remain in effect except the below section which is amended as follows:

a) Section 1. **CONTRACT DOCUMENTS** - Exhibit C referenced in Section 1 is hereby deleted and replaced with the following document attached hereto:

   i) Exhibit C, 2016 - 2018 NFP Budget

IN WITNESS WHEREOF, the parties to this First Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

Dated: 10-4-16

Benton County Board of Commissioners

Chairman

Dated: 9-20-16

Benton-Franklin Health District

Signature

Public Health District Administrator
Title

Jason Zaccaria, M.H.A.
Printed Name

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Exhibit C: 2016-2018 NFP Budget

Nurse Family Partnership Program - Benton County Annual Budget

	2016 Budget	2017 Budget	2018 Budget	Total Budget
562.2203.11010 Salaries & Wages				
Public Health Nurse I, Step D, 1.00 FTE	$ 50,800.00	$ 52,505.00	$ 56,675.00	$ 159,980.00
Public Health Nurse I, Step A, 1.00 FTE	45,192.00	47,630.00	51,414.00	144,236.00
Public Health Nurse IV, Step H (Supervisor) 0.25 FTE	18,090.00	-	-	18,090.00
Public Health Nurse III (Supervisor), 0.20 FTE	-	15,052.00	15,350.00	30,402.00
Social Worker II, 0.25 FTE	-	16,811.00	17,146.00	33,957.00
Clerk, 0.75 FTE	19,890.00	21,391.00	23,090.00	64,371.00
Total Salaries & Wages	**$ 133,972.00**	**$ 153,389.00**	**$ 163,675.00**	**$ 451,036.00**
562.2203.21 Benefits - 37% (2016), 35% (2017-2018)	**$ 49,570.00**	**$ 53,686.15**	**$ 57,286.25**	**$ 160,542.40**
532.2203.31 Supplies & Equipment				
Office Supplies	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 5,500.00
Program Supplies	8,000.00	5,500.00	5,500.00	19,000.00
Operating Equipment	7,770.00	1,500.00	1,500.00	10,770.00
Total Supplies & Equipment	**$ 18,270.00**	**$ 8,500.00**	**$ 8,500.00**	**$ 35,270.00**
562.2203.43010 Travel & Mileage				
Mileage	$ 6,055.00	$ 6,055.00	$ 6,358.00	$ 18,468.00
Travel	-	3,800.00	1,800.00	5,600.00
Agency to Unit 2 Education	3,875.00	-	-	3,875.00
Total Travel & Mileage	**$ 9,930.00**	**$ 9,855.00**	**$ 8,158.00**	**$ 27,943.00**
562.2203.45000 Occupancy Costs				
Rent & Utilities/M&O	$ 6,466.00	$ 8,200.00	$ 8,364.00	$ 23,030.00
Communications	$ 2,999.00	$ 2,780.00	$ 2,919.00	$ 8,698.00
Total Occupancy Costs	**$ 9,465.00**	**$ 10,980.00**	**$ 11,283.00**	**$ 31,728.00**
562.2203.49 Training				
Professional Development	$ 1,219.00	$ 1,250.00	$ 1,275.00	$ 3,744.00
Initial DANCE Training (Dyadic Assessment)	$ 9,918.00	$ 1,400.00	$ -	$ 11,318.00
DANCE re-reliability fee (Dyadic Assessment)	$ -	$ -	$ 140.00	$ 140.00
Total Training Costs	**$ 11,137.00**	**$ 2,650.00**	**$ 1,415.00**	**$ 15,202.00**
Total Direct Costs	**$ 232,344.00**	**$ 239,060.15**	**$ 250,317.25**	**$ 721,721.40**
Indirect Costs	**$ 71,144.00**	**$ 70,496.59**	**$ 65,430.62**	**$ 207,071.21**
Total Program Costs	**$ 303,487.00**	**$ 309,556.74**	**$ 315,747.87**	**$ 928,792.61**

RESOLUTION 2016 772

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2016-580 BETWEEN BENTON COUNTY, WASHINGTON AND SAFE HARBOR CRISIS NURSERY FOR MY FRIENDS PLACE OVERNIGHT EMERGENCY YOUTH SHELTER PROPOSAL

WHEREAS, per Resolution 2016-580 dated July 26, 2016, the Benton County Board of Commissioners approved a personal services agreement with Safe Harbor Crisis Nursery (herein after "CONTRACTOR") to provide crime prevention services under the Benton County Gang and Crime Prevention Initiative; and

WHEREAS, this amendment is necessary to provide a detailed budget for CONTRACTOR'S services for the 2017-2018 biennium; and

WHEREAS, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated in the amount of fifty-one thousand dollars ($51,000.00) (2016 year base expenses of $50,000.00 plus 2% increase). For the time period of January 1, 2018, through December 31, 2018, CONTRACTOR shall be compensated in the amount of fifty-two thousand twenty dollars ($52,020.00) (2017 year base expenses of $51,000.00 plus 2% increase): **NOW, THEREFORE**

BE IT RESOLVED, that the Benton County Board of Commissioners hereby amends Resolution 2016-580 and approves of the Safe Harbor Crisis Nursery 2017-2018 budget for My Friends Place Overnight Emergency Youth Shelter in the 2017 annual amount of $51,000.00 and the 2018 annual amount of $52,020.00: and

BE IT FURTHER RESOLVED, this Resolution will take effect January 1, 2017.

Dated this 4 **day of** Oct **20** 16

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Safe Harbor

Faulconer

RESOLUTION

2016 788

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING THE TITLE OF THE PUBLIC SAFETY TAX FUND LINE ITEM 0148.101.515.910.1656 FROM "LEGAL PROCESS ASSISTANT" TO "EXECUTIVE ASSISTANT"

WHEREAS, the Board of County Commissioners, by and through Resolution 2016-312, later modified by Resolution 2016-399, transferred funding to the Public Safety Tax Fund to the newly created line item 0148.101.515.910.1656 and titled the position "Legal Process Assistant II; and

WHEREAS, this position was intended by use by the Office of Public Defense; and

WHEREAS, the Public Defense Manager has determined that the Office of Public Defense would be better served by a staff person under the position title "Executive Assistant"; and

WHEREAS, it is therefore appropriate to change the position title of the Public Safety Tax Fund Line Item 0148.101.515.910.1656 from "Legal Process Assistant II" to "Executive Assistant."

NOW THEREFORE, BE IT RESOLVED THAT the position title for Public Safety Tax Fund line item 0148.101.515.910.1656 be changed from Legal Process Assistant II" to "Executive Assistant."

Dated this ....11.... **day of** .....Oct...., **20** 16....

Chairman of the Board

Chairman Pro-Tem
JEROME DELVIN - ABSENT

Member
Constituting the Board of County Commissioners, Benton County Washington

Attest: ...Cami Mc.....
Clerk of the Board

cc: Originals – OPD,
Copy – Auditor, S Araiza

RESOLUTION 2016 873

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX (3/10 OF 1%) FUND NUMBER 0148101, DEPARTMENT NUMBER 171

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

Dated this 8 day of Nov, 2016

Chairman of the Board

Member

Member

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

Attest: Clerk of the Board

cc: Dept., Auditor

Prepared by: J. Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile - Operations Dept Nbr: 171

Fund Name: Public Safety Tax (3/10 of 1%) Fund Nbr: 0148101

TRANSFER FROM: Dept				TRANSFER TO: Dept			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	4103	Professional Services	$1,700	527.100	1911	Temporary Help	$1,700
TOTAL			$1,700	TOTAL			$1,700

Explanation:

Under the Selective Agressive Probation program (SAP), JJC budgeted dollars under Professional Services for a part time CSEC advisor, position is filled with part-time temporary help until a contract provider can be identified.

Prepared by: Jennifer Bowe Date: 14-Oct-2016

Approved ☑ Denied ☐ Date: 11-8-2016

Chairman

Member

Member

RESOLUTION 2016 874

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT FOR KIONA-BENTON CRIME PREVENTION PROGRAM

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-567 dated July 19, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed twenty-six thousand, eight hundred dollars ($26,800); and

WHEREAS, the attached first amendment is necessary to extend the duration of services provided by the CONTRACTOR through 2018; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment extending the Contract time through December 31, 2018 and increasing the Contract amount not to exceed a total 2016-2018 contract amount of one hundred four thousand six hundred nine dollars and fifty-one cents ($104,609.51); and

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto.

Dated this 8 **day of** Nov **, 20** 16

Chairman of the Board

James P. Beaver
Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Kiona-Benton City School District

Faulconer

FIRST AMENDMENT TO

PERSONAL SERVICES CONTRACT

BETWEEN

BENTON COUNTY AND KIONA-BENTON CITY SCHOOL DISTRICT

This First Contract Amendment, made and entered into this 8 day of Nov, 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **KIONA-BENTON CITY SCHOOL DISTRICT**, with its principal offices at 1105 Dale Ave., Benton City, WA 99320, (hereinafter "CONTRACTOR").

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-567 dated July 19, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed twenty-six thousand, eight hundred dollars ($26,800).

WHEREAS, this First Amendment to the Contract is necessary to extend the duration of services provided by the CONTRACTOR through 2018; and

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

a) Section 1. **CONTRACT DOCUMENTS** - Exhibit C referenced in Section 1 is hereby deleted and replaced with the following document attached hereto:

   i) Exhibit C, Kiona-Benton Crime Prevention Program Budget Worksheet.

b) Section 2. **DURATION OF CONTRACT** - is hereby deleted and replaced in its entirety with the following:

   The term of this Contract shall begin August 1, 2016 and shall expire on December 31, 2018. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

c) Section 5a. **COMPENSATION** - is hereby deleted and replaced in its entirety with the following:

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Kiona-Benton Crime Prevention Program Budget Worksheet" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by the COUNTY in an amount not to exceed twenty six thousand eight hundred dollars ($26,800). For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty-four thousand, one hundred twenty-seven dollars and twenty cents ($44,127.20). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount of thirty-three thousand six hundred eighty-two dollars and thirty-one cents ($33,682.31). Total compensation by COUNTY to CONTRACTOR under this Contract shall not exceed one hundred four thousand six hundred nine dollars and fifty-one cents ($104,609.51).

IN WITNESS WHEREOF, the Parties to this First Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

Dated: 11-8-2016

Benton County Board of Commissioners

Chairman

Dated: 10-31-16

Kiona-Benton City School District

Signature

Assistant Superintendent
Title

Joe Lloyd
Printed Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

EXHIBIT C: Kiona-Benton Crime Prevention Program Budget Worksheet

August 2016 - December 2018

PERSONNEL EXPSENSES	2016	2017	2018	Total
Salaries & Wages	12,000.00	27,948.00	28,506.96	68,454.96
Benefits	4,800.00	11,179.20	11,402.78	27,381.98
Percentage Funded	100%	100%	75%	-
Personnel Total	**16,800.00**	**39,127.20**	**29,932.31**	**85,859.51**

OTHER EXPENSES	2016	2017	2018	Total
Parenting Class Services	5,000.00	5,000.00	5,000.00	15,000.00
Equipment & Supplies	5,000.00	-	-	5,000.00
Percentage Funded	100%	100%	75%	-
Other Expenses Total	**10,000.00**	**5,000.00**	**3,750.00**	**18,750.00**

TOTAL BUDGET	26,800.00	44,127.20	33,682.31	104,609.51

Benton County is requested to fund 100% of program budget for 2016 & 2017, 75% for 2018

The 2016 budget reflects a prorated budget for August-December (5 months) rather than a full year.

2016 886

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTIONS BETWEEN PUBLIC SAFETY TAX FUND NUMBER 0148101.123.512.210 AND CURRENT EXPENSE FUND NUMBER 0000101.123.512.215.

WHEREAS, the Benton County Budget policy requires Board approval for coding corrections and fund transfers between funds; and

WHEREAS, incorrect line item codes were used from January, 2016 through May, 2016 between the Public Safety Tax Fund number 0148101.123.512.210 and the Current Expense Fund number 0000101.123.512.215;

NOW THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners that the coding corrections and fund transfer shall be approved as outlined in Exhibit "A", attached hereto.

DATED this 15 day of Nov., 2016.

Shon Small, Chairman of the Board

Jim Beaver, Chairman Pro Tem

Jerome Delvin, Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Superior Court, Auditor

ORIGINAL

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

DEPARTMENT: Superior Court
FUND NUMBER: 0148.101 & 0000.101
FUND NAME: Public Safety Tax & Current Expense

TRANSFER FROM:		Public Safety Tax 148101.123		**TRANSFER TO:**		Current Expense 101.123	
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
512.210.	1473	Superior Court Judges	$5,500.55	512.215	1473	Superior Court Judges	$5,500.55
512.210.	1473	Superior Court Judges	$3,828.30	512.215	1473	Superior Court Judges	$3,828.30
		TOTAL	**$ 9,328.85**			**TOTAL**	**$ 9,328.85**

EXPLANATION:

CODING CORRECTION FOR 2016 ONLY. Move the Superior Court Judge salary (7th judge) 0148.101.123 Public Safety Tax Fund to 0000.101.123 Current Expense Fund to account for Franklin County's 27.06% amount ($5,500.55) for January, 2016-March, 2016.

CODING CORRECTION FOR 2016 ONLY. Move the Superior Court Judge salary (7th judge) 0148.101.123 Public Safety Tax Fund to 0000.101.123 Current Expense Fund to account for Franklin County's 28.25% amount (3,828.30) for April, 2016-May 2016.

ORIGINAL

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Patricia Austin

DATE: 11/3/2016

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

EXHIBIT "A"

Expenditure Detail Report

BENTON COUNTY
01/01/2015 through 09/30/2016

0148101 PUBLIC SAFETY TAX FUND
123 Superior Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512	JUDICIAL ACTIVITIES								
512.200	Courts								
512.210	Superior Court								
512.210.1000	SALARIES & WAGES								
00000.512.210.1473	Superior Court Judges			0.00	0.00	0.00	0.00	0.00	0.00
6/9/2015	ba	BA	06-03	117,272.00					
10/31/2015	salary	LD	0148101		3,387.88				
11/30/2015	salary	LD	0148101		6,775.75				
12/31/2015	salary	LD	0148101		6,775.75				
12/31/2015	je	GJ	13-18		-4,471.90				
1/31/2016	salary	LD	0148101		6,775.75				
2/29/2016	salary	LD	0148101		6,775.75				
3/31/2016	salary	LD	0148101		6,775.75				
4/30/2016	salary	LD	0148101		6,775.75				
5/31/2016	salary	LD	0148101		6,775.75				
6/30/2016	salary	LD	0148101		4,861.60				
7/31/2016	salary	LD	0148101		4,861.60				
8/31/2016	salary	LD	0148101		4,861.60				
9/30/2016	salary	LD	0148101		4,958.82				
00000.512.210.1473	Superior Court Judges			117,272.00	65,889.85	65,889.85	0.00	51,382.15	56.19
Total SALARIES & WAGES				117,272.00	65,889.85	65,889.85	0.00	51,382.15	56.19
512.210.4000	Services								
00000.512.210.4595	Central Services - Equipment Lease			0.00	0.00	0.00	0.00	0.00	0.00
6/9/2015	ba	BA	06-03	1,800.00					
00000.512.210.4595	Central Services - Equipment Lease			1,800.00	0.00	0.00	0.00	1,800.00	0.00
00000.512.210.4901	Association Dues			0.00	0.00	0.00	0.00	0.00	0.00
Total Services				1,800.00	0.00	0.00	0.00	1,800.00	0.00
Total PUBLIC SAFETY TAX FUND				119,072.00	65,889.85	65,889.85	0.00	53,182.15	55.34

code correction previously done JE-13-18
2015 7C% of 26.40% based on BC Bi Co. Res. #2014-899

Jan - March 2016 7C% of 27.06% based on BC Bi Co. Res. #2016-036 = $5,500.55 to be charged to 0000.101.123.00000.512.215.1473

April-May, 2016 7C% of 28.25% based on BC Bi Co. Res #2016-244 = $3828.30 to be charged to 0000.101.123.00000.512.215.1473

charged accurately

Expenditure Detail Report

BENTON COUNTY
01/01/2015 through 09/30/2016

Grand Total	119,072.00	65,889.85	65,889.85	0.00	53,182.15	55.34

Expenditure Detail Report

BENTON COUNTY
01/01/2015 through 09/30/2016

0000101 CURRENT EXPENSE
123 Superior Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
500	*** Title Not Found ***								
500.200	Courts								
500.200.1000	SALARIES & WAGES								
00000.512.215.1473	Superior Court Judges			0.00	0.00	0.00	0.00	0.00	0.00
12/31/2015	je	GJ	13-18		4,471.90				
12/31/2015	ba	BA	13-19	70,000.00					
6/30/2016	salary	LD	0000101		1,914.15				
7/31/2016	salary	LD	0000101		1,914.15				
8/31/2016	salary	LD	0000101		1,914.15				
9/30/2016	salary	LD	0000101		1,952.43				
00000.512.215.1473	Superior Court Judges			70,000.00	12,166.78	12,166.78	0.00	57,833.22	17.38
Total CURRENT EXPENSE				70,000.00	12,166.78	12,166.78	0.00	57,833.22	17.38
Grand Total				70,000.00	12,166.78	12,166.78	0.00	57,833.22	17.38

previous code correction JE-13-18
2015 70% of 26.40% based on BC Bi-Co. Res. # 2014-899
charged accurately

JOINT RESOLUTION 2016 036

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____
2016 024

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

IN THE MATTER OF ADOPTING THE PERCENTAGE RATES FOR SALARIES AND BENEFITS FOR BENTON-FRANKLIN SUPERIOR COURT THRU MARCH 31, 2016

WHEREAS, on April 7, 2015 the Benton County Commissioners sent a letter to the Franklin County Chairman stating the current Memorandum of Understanding and Agreement regarding Superior Court salaries and benefits (Benton County Resolution 2012-438 and Franklin County Resolution 2012-362)was no longer adequate; and,

WHEREAS, in the aforementioned letter, the Benton County Commissioners further raised concerns of fairness to Benton County's taxpayers regarding operating and maintenance cost allocations, previously unaddressed information technology services and indirect costs, and other contributions made solely by Benton County; and,

WHEREAS, this same letter requested a meeting to discuss and draft a new agreement that would go into effect on January 1, 2016; and,

WHEREAS, on July 29, 2015 during a Special Bi-County meeting held in Benton County, the Benton County Chairman expressed Benton County's frustration that correspondence -- such as the April 7, 2015 letter sent to Franklin County -- went unanswered; and,

WHEREAS, the Franklin County Commissioners stated they had never seen the April 7, 2015 letter and the Franklin County Chairman stated he thought responses had been sent and would look into the matter personally; and,

WHEREAS, on November 4, 2015 the Benton County Commissioners received a response to the April 7, 2015 letter; and,

WHEREAS, due to the recent hire of a new administrator by Franklin County, and with the holiday season at hand, Benton County believes the date should be adjusted to March 31, 2016 so that a new interlocal agreement addressing Benton County's concerns can be drafted; and,

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court non-bargaining and bargaining 2016 salaries and

benefits is based on the previous full-year case filings described on (Attachment "A") and pursuant to the Memorandum of Understanding and Agreement (Benton County #2012-438; Franklin County #2012-362; and,

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court Judges, Judges Pro Tempore, and Court Commissioners 2016 Salaries and Court Commissioners' benefits is based on the 2014 real property valuation for 2015 (reflected on Attachment A) and pursuant to the Memorandum of Understanding and Agreement (above);

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

1. The 2016 percentage rate for the Superior Court non-bargaining and bargaining salaries and benefits is 28.25% for Franklin County and 71.75% for Benton County through March 31, 2016.

2. The 2016 percentage rate for the Superior Court Judges, Judges Pro Tempore and Superior Court Commissioners salaries and Court Commissioners' benefits is 27.06% for Franklin County and 72.94% for Benton County through March 31, 2016.

Dated this 5 day of ~~December~~ January, 201~~5~~ 6.

Board of Benton County Commissioners

Jerome Delvin, Chairman

Shon Small, Chairman Pro Tem

JAMES BEAVER OPPOSED

James Beaver, Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:

Clerk of the Board

Dated this 20 day of January, 2016.

Board of Franklin County Commissioners

Brad Peck, Member

Rick Miller, Chairman

Robert Koch, Chairman Pro Tem

Constituting the Board of County Commissioners of Franklin County, Washington

Attest:

Clerk of the Board

ATTACHMENT "A"

Benton and Franklin County Superior Court
Year 2016 Budget (Cost Allocation)

(1) Case Filings by County:

	Civil	Criminal	Combined	% of Use
Benton County	5,321	1,433	6,754	71.75%
Franklin County	1,962	697	2,659	28.25%
TOTAL:	7,283	2,130	9,413	100.00%

(2) Assessed Valuation:

Benton County	$16,379,293,799	-	72.94%
Franklin County	$ 6,077,967,248	-	27.06%
TOTAL:	$22,457,261,047	-	100.00%

(1) Caseload data was provided by the Washington State Administrative Office of the Courts
(2) Assessed value was provided by the Benton and Franklin County Assessors' Offices

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2016 244

FRANKLIN COUNTY RESOLUTION NO. 2016 126

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

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF SUPERIOR COURT SALARIES AND BENEFITS AND THE COSTS OF INFORMATION TECHNOLOGY PORTABLE ELECTRONIC DEVICES; AND RESCINDING BENTON COUNTY RESOLUTION 2012-438 AND RESCINDING FRANKLIN COUNTY RESOLUTION 2012-362

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Boards of Benton and Franklin County have previously entered into a Memorandum of Understanding for Superior Court Salaries and Benefits via Benton County Resolution 2012-438 and Franklin County Resolution 2012-362; and

WHEREAS, both Boards of County Commissioners desire to update the Memorandum of Understanding to fairly allocate employer contributions for Voluntary Employee Beneficiary Association costs and to allocate the costs of necessary portable electronic devices used by Superior Court; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Superior Court Salaries and Benefits; and

BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Superior Court Salaries and Benefits; and

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding shall be effective as of April 1, 2016 an shall remain in effect until it is terminated or superseded by another Memorandum of Understanding; and

BE IT FURTHER RESOLVED that the Memorandum of Understanding approved by Benton County Resolution 2012-438 and Franklin County Resolution 2012-362 shall terminate on March 31, 2016 and the resolution shall be rescinded effective on the same date.

Original – Superior Court
Cc. Auditor, Commissioners

Dated this 29 day of, of MARCH, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

ATTEST:

Clerk of the Board

Dated this 23 day of MARCH, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

ABSENT

Member

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:

Clerk of the Board

Original – Superior Court
Cc. Auditor, Commissioners

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES REGARDING SUPERIOR COURT SALARIES AND BENEFITS AND PORTABLE ELECTRONIC DEVICES

WHEREAS, the Boards of Benton and Franklin County have previously entered into a Memorandum of Understanding for Superior Court Salaries and Benefits via Benton County Resolution 2012-438 and Franklin County Resolution 2012-362; and

WHEREAS, both Boards of County Commissioners desire to update the Memorandum of Understanding to fairly allocate employer contributions to employees' Health Reimbursement Arrangement (HRA) accounts with the Voluntary Employer Beneficiary Association (VEBA), to allocate between the two counties the costs of necessary portable electronic devices used by Superior Court, and to implement an administrative fee to address the indirect costs of Superior Court; and

WHEREAS, both Boards of County Commissioners mutually agree on the proportionate funding formula for salaries and benefits of the Superior Court Judges, Superior Court Commissioners, Judge Pro-Tempore, Court Administrator, Court Reporters, Bailiffs, temporary help, and other Court Administration staff and the costs of portable electronic devices (e.g., Ipads, Laptops, Cell/Smart Phones, etc.); and

IT IS HEREBY MUTUALLY AGREED by all parties that no later than January 31st of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formulas:

1. The Superior Court Judges', Superior Court Commissioners', Judge Pro-Tempore Court Administrator's, Court Reporters', Bailiffs', temporary help, and other Court Administration staff, salaries and all benefits (including VEBA, accumulated leave, insurance management, and risk management), as may from time to time be agreed upon by the Counties, shall be split between Benton County and Franklin County in a 71.75% to 28.25% ratio for 2016 and for future years shall be based upon the ratio of Civil and Criminal actions commenced in Superior Court in each County during the calendar year two years prior to the year for which the budget is being established (for example, 2015 filings would be used for the 2017 budget), as published in the annual *Caseloads of the Courts of Washington* prepared by the Office of the Administrator for the Courts.

Original – Superior Court
Cc. Auditor, Commissioners

The definition of Civil and Criminal actions shall be any actions filed in Superior Court which are presently defined as civil, criminal, domestic, probate/guardianship, adoption/paternity, and mental illness/alcohol and any other case types as may from time to time be redefined and included in the *Caseloads of the Courts of Washington*, except Juvenile Offender, Juvenile Dependency, Truancy, or other Juvenile related case types as may from time to time be redefined and included in the *Caseloads of the Courts of Washington* shall not be considered.

2. The acquisition and recurring costs of portable electronic devices used by Superior Court shall be split between Benton County and Franklin County using the same ratios as set forth above paragraphs.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a five percent (5.0%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall commence on April 1, 2016 and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30th. Any written notice received after June 30th in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

IT IS FURTHER MUTUALLY AGREED that the Memorandum of Understanding approved by Benton County Resolution 2012-438 and Franklin County Resolution 2012-362 shall terminate on March 31, 2016 and the resolution shall be rescinded effective on the same date.

Dated this 29 day of MARCH, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

Dated this 28 day of MARCH 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

ABSENT

Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Clerk of the Board

Original – Superior Court
Cc. Auditor, Commissioners

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

☐ Addition to Payroll
☐ Position Change _____ (Specify)
☐ Removal from Payroll
■ Other Identify proper accounting line items (Specify)

EFFECTIVE DATE 06/01/2016

NAME Jacqueline J. Shea-Brown SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE ☐ FEMALE ■ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY
NAME _____ TELEPHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
RELATIONSHIP _____

EMPLOYMENT TYPE

☐ A. REGULAR FULL TIME ☐ B. TEMP. FULL TIME ☐ C. REGULAR PART TIME ☐ D. TEMP PART TIME ☐ E. PROVISIONAL
☐ F. INTERMITTENT ☐ G. APPOINTIVE-SUPER ☐ H. APPOINTIVE-NON SUPER ■ I. ELECTED OFFICIAL ☐ J. OTHER

PAY CODE ■ EXEMPT ☐ NON-EXEMPT

SALARY $81,309.00/yr GRADE N/A STEP N/A POSITION Superior Court Judge

FUND # See Comment Section FUND NAME See Comment Section DEPT. 123 DEPT. NAME Superior Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: See Comment Section

UNION ☐ JUVENILE CLERICAL ☐ NON BARGAINING ☐ COURTHOUSE ☐ APPRAISERS ☐ SHERIFF CLERICAL ☐ SHERIFF MEDICAL ☐ JUVENILE DETENTION ☐ SHERIFF DEPUTIES ☐ CORRECTIONAL ☐ FACILITIES / PARKS ☐ ROAD DEPT. ☐ CRISIS ☐ BAILIFFS

RETIREMENT ☐ LEOFF I RETIREE ☐ PERS I ☐ PERS III ☐ NONE ☐ ☐ LEOFF II ☐ PERS II ☐ PSERS

INDUSTRIAL ☐ 0 - NONE (00-0) ☐ 3 - OUTSIDE (15-1) ☐ 4 - INSIDE (53-6) ☐ SHERIFFS/CORRECTIONS (69-5) ☐ SHERIFFS/RESERVES (69-6)

LOCATION ☐ KE/AN ☐ KE/CR ☐ KE/FG ☐ KE/JC ☐ KE/SP ☐ PR/AN ☐ PR/CH ☐ PR/SP ☐ _____ ☐ KE/CO ☐ KE/HS ☐ KE/FS ☐ KE/JJ ☐ KE/PK ☐ PR/CE ☐ PR/NW ☐ RI/AU

JOB CATEGORY ☐ 00-NOT REPORTED ☐ 01-OFFICIALS/ADMIN. ☐ PROFESSIONALS ☐ 03-TECHNICIANS ☐ 04-PROTECTIVE SERVICES ☐ 05-ADMIN. SUPPORT ☐ 07-PARA PROFESSIONALS ☐ 08-SERVICE/MAINTENANCE ☐ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 - 71.75%, Benton County share of judicial monthly salary to be charged to Public Safety Tax Fund 0148101.123.00000.512.210.1473 and 28.25%, Franklin County share of judicial monthly salary to be charged to Current Expense 0000.101.123.00000.512.215.1473

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL ☐ QUIT ☐ RETIRED ☐ APPROVED RESIGNATION ☐ DECEASED ☐ WORKERS COMP. ☐ DISCHARGE ☐ WORK LAY OFF ☐ END OF SEASON ☐ MILITARY

LEAVE ☐ SICK ☐ LEAVE W/O PAY ☐ LEAVE OF ABSENCE ☐ FMLA ☐ WORKERS COMP LEAVE ☐ PREGNANCY LEAVE ☐ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL
ELECTED OFFICIAL OR DEPARTMENT DIRECTOR/MANAGER DATE
Patricia Austin 6/15/16

EMPLOYEE NAME DATE
Jacqueline Shea-Brown

PROCESSED
PAYROLL OFFICER DATE

RESOLUTION 2016 896

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, SHERIFF CORRECTIONS DEPARTMENT NUMBER 120.

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

Dated this 15 day of Nov., 2016

Chairman of the Board

Member

Member

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

Attest: Clerk of the Board

cc: Auditor; File, LSK, L. Ivey

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Corrections

Dept Nbr: 120

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1547	Booking Clerk	$55,116
523.620	1548	Booking Clerk	$56,736
TOTAL			$111,852

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1547	Inmate Processing Specialist	$55,116
523.620	1548	Inmate Processing Specialist	$56,736
TOTAL			$111,852

Explanation:

To appropriate funding and change title to Inmate Processing Sprecialist for positions at a Grade 9

Prepared by: Linda Ivey

Date: 27-Oct-2016

Approved ☑ Denied ☐ Date: 11-15-2016

Chairman

Member

Member

RESOLUTION

2016 912

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR PROSSER TEEN PROGRAM INVESTMENT

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to "*improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts*"; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Boys & Girls Club of Benton and Franklin Counties proposed a Prosser Teen Program Investment in the annual amount of fifty-five thousand dollars ($55,000) for 2016; and,

WHEREAS, Boys & Girls Club of Benton and Franklin Counties has reapplied for consideration in the 2017 budget for an annual amount of ninety thousand dollars ($90,000); **NOW, THEREFORE**

BE IT RESOLVED the amount of ninety thousand dollars ($90,000), the 2017 annual budgeted amount, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Boys & Girls Club of Benton and Franklin Counties, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2017.

cc: Auditor; PA-Contract Compliance; Boys & Girls Club of Benton and Franklin Counties

Faulconer

Dated this 22 day of Nov, 2016

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest:.....
Clerk of the Board

cc: Auditor; PA-Contract Compliance; Boys & Girls Club of Benton and Franklin Counties

Faulconer

BENTON COUNTY
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 Boys and Girls Club of Benton and Franklin Counties, with its principal offices at 801 N. 18th Ave., Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document);
b. Exhibit A, Proposal Application;
c. Exhibit B, Progress Reporting and Measures; and
d. Exhibit C, Prosser Teen Program Investment (January-December 2017).

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2017, and shall expire on December 31, 2017. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. The CONTRACTOR shall prepare and present status reports in the form of

Exhibit B demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Brian Ace
801 N. 18th Ave
Pasco, WA 99301
Phone: (509)543-9980
Email: brian.ace@kidexpert.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Prosser Teen Program Investment" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed ninety thousand dollars ($90,000).

b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

c. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR in the month following the actual delivery of services and will remit

payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation

hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for

recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights

or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's

liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the

State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent,

employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status,

sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental

entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2017.

Dated: 11-22-16

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 11/10/16

Boys and Girls Club of Benton and Franklin Counties

Signature

Executive Director
Title:

Brian Ace
PRINTED NAME

EXHIBIT A

PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE

Name of Your Organization: Boys & Girls Clubs of Benton and Franklin Counties

Title of Program or Project: Prosser Teen Program 2017

Executive summary of program or project: (100 words or less)

We will enhance and expand Teen programming at the Prosser Branch of the Boys & Girls Club. This includes the County contracting with Boys & Girls Club for staffing, supplies, and equipment in order to expand services to at-risk youth in the community.

Purpose, vision, or mission of your organization: (200 words or less)

The Boys & Girls Clubs of Benton and Franklin Counties are committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The Boys & Girls Clubs have been providing services to youth in the Tri-Cities area since the fall of 1996. The organization now offers 13 locations throughout Benton and Franklin Counties; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, a preschool, and two teen parenting partnerships. Consistent with our organizational values of Respect, Integrity, Stewardship, and Passion for Youth, we provide a broad range of programs and activities focused on our priority outcomes of Academic Success, Healthy Lifestyles, and Good Character and Citizenship.

Purpose and need for the program or project. Please include current and historic challenges, opportunities, or issues that the program/project seeks to address. (400 words or less)

The Prosser Park Branch of the Boys & Girls Club first opened their doors in 2010 and currently serves school-aged youth in Prosser and surrounding communities. Every year the Prosser Club has seen its teen population of middle school and high school students increase. Currently the Club serves an average of 25 teens each and every day at the satellite Teen Center located in facilities leased from First Baptist Church in Prosser. In addition to building renovations, the Prosser Park Branch is seeking funding from the BCGCP Initiative to support the effective expansion of Teen Program services. Youth in the Prosser community need a stable support system that will be there for them during not only academic hardships, but during other times of need as well. Youth and teens often become involved in gang activity or other risky behaviors in search of a source of stability in their lives. The Club prides itself on providing youth with a sense of Belonging, Usefulness, Influence, and Competence. These are the very things that gangs provide, and the Club has positioned itself as a positive alternative to gang involvement. The Boys & Girls Club has the ability to provide teens with a place that offers stability but in a positive and productive way. It is imperative that the Club provide these teens that need us most with the tools and resources necessary for them to become positive, productive members of society.

Funding for the Prosser Club's Teen Program will support the cost of staffing, staff training, increasing program services, and will provide Prosser teens with more experiential learning opportunities. Prosser's Teen Program will provide teens with a positive and productive after school alternative to staying home alone or participating in risky behaviors. Between 3 PM and 7 PM, the hours immediately following school dismissal, are when juvenile crime, delinquency, and violence peak. The expansion of Prosser Club's Teen Program will be able to provide local teens with a fun, safe, and productive environment that will foster the holistic growth and development of teens during a vital part of their adolescence.

PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE

Detailed program or project description. Include need, origins, phases, partners and their roles, and a timeline. (500 words or less)

The Teen Program at the Prosser Park Branch, provided with the necessary resources, has the unique potential to provide local teens with a variety of fun and engaging opportunities for learning and growth. Support from the BCGCP Initiative would support significant expansion of program services to teens throughout the Prosser community. All activities and programs offered by the Boys & Girls Club are focused around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Teen Program expansion would allow for program staff to receive training on how to more effectively implement quality programming, and would increase the variety of valuable program opportunities offered at the Prosser Club. The Club will also have the increased capacity to provide more teen late-night events throughout the year and an increased number of experiential learning field trips exclusively for teens.

Teens will have the opportunity to participate in many leadership and volunteer programs to develop skills and grow in ways they may not be able to in a traditional school setting. A few of these programs include Keystone Club: a teen-led community service club, Youth of the Year: the Club's premier recognition and scholarship program developing public speaking, writing, and interviewing skills, CareerLaunch: a career exploration program, and Junior Staff: a program empowering teens to become leaders within their Club community. Program expansion will allow for Club staff to be formally trained to implement programs through the Boys & Girls Clubs of America and other prevention programs through other organizations. In addition to formal training, the Prosser Club would also be able to purchase their own sets of program curriculum and have them promptly available for use.

Funding from the BCGCP Initiative would also allow for Prosser teens to participate in more experiential learning field trips both locally and throughout the Pacific Northwest. These field trips will include local and regional college tours, career exploration field trips throughout the community, and other fun trips as program incentives. Late-night Club events after hours serve as a great way for local youth to build relationships and spend their evenings in a safe and productive environment.

Similar work your organization has done previously. (300 words or less)

Funding from the Benton County Gang and Crime Prevention Initiative (BCGCP Initiative) would support the cost of serving low-income youth at the Music & Arts Center in Kennewick and support program expansion for local teens at the Club branch in Prosser. The Boys & Girls Clubs of Benton and Franklin Counties serves nearly 2,400 youth annually, over 60% of which are low-income youth. On any given day our Clubs are positively impacting the lives of over 700 local youth by providing them with a variety of unique, fun, and engaging programming. Programs implemented at the Boys & Girls Club include prevention programming, education enrichment, healthy lifestyle activities, and civic engagement programs. A survey from Fight Crime: Invest in Kids demonstrated that afterschool programs are absolutely essential to preventing crime; nine out of ten police chiefs agreed with the statement: "If America does not make greater investments in afterschool and child care programs to help children and youth now, we will pay far more later in crime, welfare, and other costs." In the United States, on average, the cost of incarceration can cost over $400 per youth per day. A recent study from the University of Michigan found that for every $1 invested in Boys & Girls Clubs nearly $10 worth of economic benefits are returned to communities and society. Our Traditional Drop-In Club locations serve a high proportion of at-risk and low-income youth and teens that rely on the Club for holistic support. Investments in Boys & Girls Clubs alleviate societal costs such as healthcare, public assistance, and incarceration; an investment through the BCGCP Initiative would allow for the Boys & Girls Club to continue empowering youth along their journey to reaching their full potential.

PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE

Please list and describe any previous grants received, projects or programs conducted on behalf of or for government agencies, or public-private partnerships entered into.

The organization has extensive experience in implementing grant-funded programs; staff members at the Club have well-rounded knowledge of how to implement various types of grants including those granted from government agencies, private and public foundations, corporate foundations, as well as small service organizations. Currently, the Boys & Girls Clubs of Benton and Franklin Counties implements prevention programming through a multi-year grant from the Benton Franklin Health District and the Washington State Department of Health. Other successful grant-funded programs currently implemented throughout the organization include a case management mentoring program through U.S. Department of Justice's Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the Boys & Girls Clubs of America (BGCA) and drug prevention programming for middle school-aged youth through the Washington State Department of Social and Health Services (DSHS). In addition to these large-scale grants, the organization also implements a variety of grant-funded programs through various corporations and regional service organizations. The Boys & Girls Club has the unique capacity to successfully implement many grant-funded programs through the efforts of the organization's Grants & Outcomes Coordinator dedicated exclusively to grant writing, grant implementation, and program execution. The collaborative efforts of administrative staff members and Branch-level staff members all contribute to the success of implementing grant-funded programs and initiatives.

Exhibit B: Progress Reporting & Measures

Boys & Girls Clubs of Benton & Franklin Counties
801 N. 18th Ave.
Pasco, WA 99301

Progress Report

PROJECT SUMMARY		
REPORT DATE	**PROJECT NAME**	**PREPARED BY**

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Enroll at least 75 teen members by 12/31/2017.	
Maintain average daily attendance (ADA) of at least 12 teens per day during summer program months. (June –Aug)	
Maintain average daily attendance (ADA) of at least 25 teens per day during school-year program months (Jan–Dec excluding June-Aug)	
Teens attend Boys & Girls Club at least 2 days per week, on average each month during school-year program months.	
Serve 5 Other Youth Served (Non-Club Teens) a month, at teen centered Club events (Jan-Dec)	
Furniture items delivered by 9/30/2017	

BUDGET OVERVIEW	TOTAL BUDGET	INVOICED	REMAINING BUDGET
Personnel			
Operating Budget			

Signature Date

Prosser Teen Program Investment (January - December 2017) **Exhibit C**

Item	Description	
Personnel Expenses		
Executive Director	1 hour per week x $45 per hour	$ 45.00
Branch & Program Director	Administrative oversight 14 hrs per week x $25 per hour	$ 350.00
Director of Operations	2 hours per week x $30 per hour	$ 60.00
Director of Finance	1 hour per week X $25 per hour	$ 25.00
Teen Coordinator	Planning, preparing, & implementing programs 35 hrs per week x $14 per hour	$ 490.00
Program Support Staff	30 hrs per week x $12 per hour	$ 360.00
	Subtotal:	$ 1,330.00
Benefit Allocation	15% (PT and FT average)	$ 199.50
	Weekly Expense	$ 1,529.50
	Total Personnel Expenses (52 weeks):	**$ 79,534.00**
Supplies		
Program Supplies	Average of $275 per month x 12 months to run a variety of teen programs	$ 3,300.00
Participation incentives	$100 per month x 12 months	$ 1,200.00
Teen Late Nights	$200 per event x 24 events per year	$ 4,800.00
Snacks	22 Youth per month X $1.00 X 250 days	$ 5,500.00
Office Supplies	$15 per month	$ 75.00
	Supply Expenses:	**$ 14,875.00**
Other		
Furniture	Furniture for program spaces	$ 1,500.00
Field Trip Expense	Experiental learning opportunities	$ 5,000.00
Fuel for Field Trips	$40 per month x 12 months	$ 480.00
Staff Training	Staff development and program training	$ 1,500.00
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America	$ 1,500.00
Rent	$100 per month X 12 months	$ 1,200.00
Utilities	Monthly utilities $700 per month x 12 months	$ 8,400.00
Printing and Postage	$10 per month x 12 months	$ 120.00
	Other Expenses:	**$ 19,700.00**
	Expense Total:	**$ 114,109.00**

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a $90,000 investment in the Prosser Teen Program. An investment of $90,000 will support 79% of the total cost of Teen Program implementation and operation at the Prosser Boys & Girls Club.

For inquiries please contact:
Brian Ace, Executive Director: brian.ace@kidexpert.org
Andrea Locati, Director of Operations: andrea@kidexpert.org
Dena Lodahl, Branch Director: dena.lodahl@kidexpert.org

RESOLUTION NO. 2016 913

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTIONS BETWEEN CURRENT EXPENSE FUND NUMBER 0000101.138.512.213 AND PUBLIC SAFETY TAX FUND NUMBER 0148101.138.512.213.

WHEREAS, the Benton County Budget policy requires Board approval for coding corrections and fund transfers between funds; and

WHEREAS, incorrect line item codes were used from January, 2016 through May, 2016 between the Current Expense Fund number 0000101.138.512.213 and the Public Safety Tax Fund number 0148101.138.512.213;

NOW THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners that the coding corrections and fund transfer shall be approved as outlined in Exhibit "A", attached hereto.

DATED this 22 day of Nov, 2016.

Shon Small, Chairman of the Board

Jim Beaver, Chairman Pro Tem

Jerome Delvin, Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Superior Court, Auditor

ORIGINAL

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

DEPARTMENT: Superior Court
FUND NUMBER: 0000.101 & 0148.101
FUND NAME: Current Expense & Public Safety Tax

TRANSFER FROM: Current Expense 0000.101.138				TRANSFER TO: Public Safety Tax 0148.101.138			
BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT	BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT
512.213	4102	Contract Services	$138.96	512.213	4102	Contract Services	$138.96
512.213	4191	IT Admin Services	$660.86	512.213	4191	IT Admin Services	$660.86
		TOTAL	$ 799.82			TOTAL	$ 799.82

EXPLANATION: CODING CORRECTION FOR 2016 ONLY. Move the above costs from deactivated Current Expense line item numbers 0000.101.138.00000.512.213.XXXX to Public Safety Tax Line Item numbers 0148.101.138.00000.512.213.XXXX to accurately account for Benton County's 2016 costs related to the Adult Drug Court.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Patricia Austin

DATE: 11/3/2016

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

EXHIBIT "A"

ORIGINAL

NOTE:

As of January, 2016 all Adult Drug Court costs to be moved from Currently Expense Fund line items 0000.101.138.00000.512.213.XXX to the following line items:

Benton County costs to be reflected in the Public Safety Tax Fund 0148.138.00000.512.213.XXXX

Franklin County costs to be reflected in the Current Expense Fund 0000.101.138.00000.512.215.XXXX

Pursuant to Bi-County Resolution No. 2016-474 percentage rates are to be applied as follows based on participant level and size of the Adult Drug Court:

January-May, 2016 (30 person ADC with FC having 8 participants) Franklin County 26.67% and Benton County 73.33%.

June-December, 2016 (45 person ADC with FC having 8 participants) Franklin County 18% and Benton County 82%.

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

2016 Deactivated Numbers

Account Number		Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512	JUDICIAL ACTIVITIES						
512.200	Courts						
512.213	Adult Drug Court						
512.213.1000	SALARIES & WAGES						
00000.512.213.1496	Drug Court Case Manager	110,160.00	0.00	55,974.70	0.00	54,185.30	50.81
3/23/2016 ba	BA 03-03	-35,000.00					
4/9/2016 ba	BA 04-01	-15,619.00					
00000.512.213.1496	Drug Court Case Manager	59,541.00	0.00	55,974.70	0.00	3,566.30	94.01
00000.512.213.1542	Receptionist/Secretary	30,520.00	0.00	13,300.96	0.00	17,219.04	43.58
4/9/2016 ba	BA 04-01	-4,570.00					
00000.512.213.1542	Receptionist/Secretary	25,950.00	0.00	13,300.96	0.00	12,649.04	51.26
Total SALARIES & WAGES		85,491.00	0.00	69,275.66	0.00	16,215.34	81.03
512.213.2000	BENEFITS						
00000.512.213.2102	Social Security (FICA)	10,647.00	0.00	5,238.79	0.00	5,408.21	49.20
4/9/2016 ba	BA 04-01	-1,195.00					
00000.512.213.2102	Social Security (FICA)	9,452.00	0.00	5,238.79	0.00	4,213.21	55.43
00000.512.213.2103	Medical Insurance	28,594.00	0.00	14,331.12	0.00	14,262.88	50.12
4/9/2016 ba	BA 04-01	-3,280.00					
00000.512.213.2103	Medical Insurance	25,314.00	0.00	14,331.12	0.00	10,982.88	56.61
00000.512.213.2104	Retirement	14,845.00	0.00	7,057.00	0.00	7,788.00	47.54
4/9/2016 ba	BA 04-01	-2,257.00					
00000.512.213.2104	Retirement	12,588.00	0.00	7,057.00	0.00	5,531.00	56.06
Total BENEFITS		47,354.00	0.00	26,626.91	0.00	20,727.09	56.23
512.213.3000	SUPPLIES						
00000.512.213.3101	Supplies	6,000.00	0.00	2,788.31	0.00	3,211.69	46.47
3/15/2016 ba	BA 03-02	-800.00					
00000.512.213.3101	Supplies	5,200.00	0.00	2,788.31	0.00	2,411.69	53.62
Total SUPPLIES		5,200.00	0.00	2,788.31	0.00	2,411.69	53.62

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number		Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512.213.4000	Services						
00000.512.213.4102	Contract Services	16,120.00	0.00	2,097.10	0.00	14,022.90	13.01
3/15/2016 ba	BA 03-02	-2,133.00					
5/11/2016 inv	IN 01364920163		189.50	~ 26.67%7c $50.54/73.33% BC $138.96			
Vendor: 760880	REDWOOD TOXICOLOGY LAB INC	Check # 516					
00000.512.213.4102	Contract Services	13,987.00	189.50	2,286.60	0.00	11,700.40	16.35
00000.512.213.4103	Professional Services	5,000.00	0.00	6,400.00	0.00	-1,400.00	128.00
3/15/2016 ba	BA 03-02	-667.00					
00000.512.213.4103	Professional Services	4,333.00	0.00	6,400.00	0.00	-2,067.00	147.70
00000.512.213.4163	Superior Court Indigent Defense	44,805.00	0.00	19,935.45	0.00	24,869.55	44.49
3/15/2016 ba	BA 03-02	-6,592.00					
3/23/2016 ba	BA 03-03	-12,035.00					
00000.512.213.4163	Superior Court Indigent Defense	26,178.00	0.00	19,935.45	0.00	6,242.55	76.15
00000.512.213.4180	Legal Services	0.00	0.00	0.00	0.00	0.00	0.00
00000.512.213.4181	Administrative Services	0.00	0.00	0.00	0.00	0.00	0.00
00000.512.213.4190	Interfund Professional Services	4,635.00	0.00	4,635.00	0.00	0.00	100.00
4/9/2016 ba	BA 04-01	-618.00					
00000.512.213.4190	Interfund Professional Services	4,017.00	0.00	4,635.00	0.00	-618.00	115.38
00000.512.213.4191	Central Services - Admin Services	3,538.00	0.00	1,768.00	0.00	1,770.00	49.97
2/26/2016 inv	IN 5TH QtTR 2015/16		442.00 ✓	26.67%7c $118/73.33% BC $324			
Vendor: 147790	B C CENTRAL SERVICES	Check # 2261607					
4/9/2016 ba	BA 04-01	-472.00		April/May 2016 = 26.67%7c $78.68/73.33% BC $216.32			
5/20/2016 inv	IN 6th Qtr 1015/16		442.00 ✓	June 2016 = 18%7c $26.46/82% BC $130.54			
Vendor: 147790	B C CENTRAL SERVICES	Check # 5201607					
00000.512.213.4191	Central Services - Admin Services	3,066.00	884.00	2,652.00	0.00	414.00	86.50
00000.512.213.4301	Travel	0.00	0.00	0.00	0.00	0.00	0.00
00000.512.213.4696	Workman's Comp	1,072.00	0.00	536.00	0.00	536.00	50.00
4/9/2016 ba	BA 04-01	-158.00					
00000.512.213.4696	Workman's Comp	914.00	0.00	536.00	0.00	378.00	58.64
00000.512.213.4697	Insurance Management	1,636.00	0.00	820.00	0.00	816.00	50.12
4/9/2016 ba	BA 04-01	-239.00					

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number			Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4697	Insurance Management		1,397.00	0.00	820.00	0.00	577.00	58.70
00000.512.213.4699	Accumulated Leave		1,928.00	0.00	964.00	0.00	964.00	50.00
4/9/2016	ba	BA 04-01	-353.00					
4/22/2016	inv	IN 1ST QRTLY ASSESS		241.00	Originally calculated and charged incorrectly Apply filed amount to PC			
Vendor:	147778	B C ACCUMULATED LEAVE FUND	Check # 4221609					
00000.512.213.4699	Accumulated Leave		1,575.00	241.00	1,205.00	0.00	370.00	76.51
00000.512.213.4905	Training		0.00	0.00	0.00	0.00	0.00	0.00
Total Services			55,467.00	1,314.50	38,470.05	0.00	16,996.95	69.36
512.213.5000	INTERGOVERNMENTAL SERVICES							
00000.512.213.5190	Drug Court		0.00	0.00	0.00	0.00	0.00	0.00
Total INTERGOVERNMENTAL SERVICES			0.00	0.00	0.00	0.00	0.00	0.00
Total CURRENT EXPENSE			193,512.00	1,314.50	137,160.93	0.00	56,351.07	70.88
Grand Total			193,512.00	1,314.50	137,160.93	0.00	56,351.07	70.88

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2016 474

FRANKLIN COUNTY RESOLUTION 2016 222

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES WASHINGTON

APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF ADULT DRUG COURT AND JUVENILE DRUG COURT PROGRAM COSTS

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Boards of Benton and Franklin County Commissioners desire to enter into a *Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile* Drug Court Programs;

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

BE IT FURTHER RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding shall be effective as of January 1, 2016 and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding.

Dated this 14 day of, of June, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

ATTEST :

Clerk of the Board

Dated this 25 day of MAY, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Franklin County, Washington

ATTEST:

Clerk of the Board

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES REGARDING ADULT DRUG COURT AND JUVENILE DRUG COURT PROGRAM COSTS

WHEREAS, the Boards of Benton and Franklin County desire to enter into a Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile Drug Court Programs; and

WHEREAS, both Boards of County Commissioners mutually agree on a participant funding formula for the Adult Drug Court and the Juvenile Drug Court Programs; and

IT IS HEREBY MUTUALLY AGREED by all parties that no later than January 31st of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formulas:

1. All costs associated with the Adult Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

2. All costs associated with the Juvenile Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a seven point five percent (7.5%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall commence on January 1, 2016 and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30th. Any written notice received after June 30th in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

Dated this .14. day of, of June, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

ATTEST :

Clerk of the Board

Dated this .25. day of .MAY., 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Franklin County, Washington

ATTEST:

Clerk of the Board

RESOLUTION NO. 2016 914

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTIONS BETWEEN PUBLIC SAFETY TAX FUND NUMBERS 0148101.138.512.213.XXXX AND CURRENT EXPENSE FUND NUMBERS 0000101.138.512.215.XXXX.

WHEREAS, the Benton County Budget policy requires Board approval for coding corrections and fund transfers between funds; and

WHEREAS, incorrect line item codes were used from January, 2016 through May, 2016 between the Public Safety Tax Fund numbers 0148101.138.512.213.XXXX and the Current Expense Fund numbers 0000101.138.512.215.XXXX and;

NOW THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners that the coding corrections and fund transfer shall be approved as outlined in Exhibit "A", attached hereto.

DATED this 22 day of Nov, 2016.

Shon Small, Chairman of the Board

Jim Beaver, Chairman Pro Tem

Jerome Delvin, Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Superior Court, Auditor

ORIGINAL

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

DEPARTMENT: Superior Court
FUND NUMBER: 0148.101 & 0000.101
FUND NAME: Public Safety Tax & Current Expense

TRANSFER FROM: Public Safety Tax 0148.101.138				TRANSFER TO: Current Expense Fund 0000.101.138			
BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT	BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT
512.213	1496	Drug Court Case Mgr.	$6,508.81	512.215	1496	Drug Court Case Mgr.	$6,508.81
512.213	1542	Receptionist/Secretary	$1,815.82	512.215	1542	Receptionist/Secretary	$1,815.82
512.213	2102	Social Security	639.40	512.215	2102	Social Security	639.40
512.213	2103	Medical Insurance	1,616.28	512.215	2103	Medical Insurance	1,616.28
512.213	2104	Retirement	930.70	512.215	2104	Retirement	930.70
512.213	3101	Supplies	41.25	512.215	3101	Supplies	41.25
512.213	4102	Contract Services	233.90	512.215	4102	Contract Services	233.90
512.213	4103	Professional Services	395.71	512.215	4102	Professional Services	395.71
512.213	4163	Indigent Defense	2,197.61	512.213	4163	Indigent Defense	2,197.61
512.213	1496	Drug Court Case Mgr.	72.00	512.213	1496	Drug Court Case Mgr.	72.00
		TOTAL	$ 14,451.48			TOTAL	$ 14,451.48

EXPLANATION: CODING CORRECTION FOR 2016 ONLY. Move the above costs from Public Safety Tax Fund line items numbers 0148.101.138.00000.512.213.XXXX to Current Expense Fund Line Item numbers 0000.101.138.00000.512.215.XXXX to accurately account for Franklin County's 2016 costs related to the Adult Drug Court.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Patricia Austin

DATE: 11/8/2016

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

EXHIBIT "A"

ORIGINAL

NOTE:

As of January, 2016 all Adult Drug Court costs to be moved from Currently Expense Fund line items 0000.101.138.00000.512.213.XXX to the following line items:

Benton County costs to be reflected in the Public Safety Tax Fund 0148.138.00000.512.213.XXXX

Franklin County costs to be reflected in the Current Expense Fund 0000.101.138.00000.512.215.XXXX

Pursuant to Bi-County Resolution No. 2016-474 percentage rates are to be applied as follows based on participant level and size of the Adult Drug Court:

January-May, 2016 (30 person ADC with FC having 8 participants) Franklin County 26.67% and Benton County 73.33%.

June-December, 2016 (45 person ADC with FC having 8 participants) Franklin County 18% and Benton County 82%.

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0148101 PUBLIC SAFETY TAX FUND Bc share of "ADC"
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512	JUDICIAL ACTIVITIES								
512.200	Courts								
512.213	Adult Drug Court								
512.213.1000	SALARIES & WAGES								
00000.512.213.1496	Drug Court Case Manager			58,572.00	0.00	0.00	0.00	58,572.00	0.00
1/15/2016	salary	LD	0148101		400.00				
1/31/2016	salary	LD	0148101		4,881.00				
1/31/2016	salary	LD	0148101		-400.00				
2/15/2016	salary	LD	0148101		400.00				
2/29/2016	salary	LD	0148101		4,881.00				
2/29/2016	salary	LD	0148101		-400.00				
3/15/2016	salary	LD	0148101		400.00				
3/31/2016	salary	LD	0148101		4,881.00				
3/31/2016	salary	LD	0148101		-400.00				
4/15/2016	salary	LD	0148101		400.00				
4/30/2016	salary	LD	0148101		4,881.00				
4/30/2016	salary	LD	0148101		-400.00				
5/15/2016	salary	LD	0148101		400.00				
5/31/2016	salary	LD	0148101		4,881.00				
5/31/2016	salary	LD	0148101		-400.00				
6/15/2016	salary	LD	0148101		* 400.00				
6/30/2016	salary	LD	0148101		1,423.77				
7/31/2016	salary	LD	0148101		3,084.85				
8/31/2016	salary	LD	0148101		3,084.84				
9/30/2016	salary	LD	0148101		3,084.84				
10/31/2016	salary	LD	0148101		3,084.84				
00000.512.213.1496	Drug Court Case Manager			58,572.00	38,568.14	38,568.14	0.00	20,003.86	65.85
00000.512.213.1536	Drug Court Coordinator			0.00	0.00	0.00	0.00	0.00	0.00
4/22/2016	ba	BA	04-10	41,360.00					
6/30/2016	salary	LD	0148101		4,239.40				

Bi Co. Res. 2016-474
January - May 2016 FC 26.67% / BC 73.33%
June - Dec. 2016 FC 18% / BC 82%
SEE "NOTE" attached to packet

$6508.81 FC share - move to CE 0000.101.138.00000.512.215.1496

* (this person moved to #1536 ADC Coord. + $72 should be charged to current Exp FC share
new hire - accurate

accurate

accurate

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.1536 Drug Court Coordinator				(Continued)					
6/30/2016	salary	LD	0148101		☆ -328.00	accurate			
7/15/2016	salary	LD	0148101		328.00				
7/31/2016	salary	LD	0148101		4,239.41				
7/31/2016	salary	LD	0148101		-328.00				
8/15/2016	salary	LD	0148101		328.00				
8/31/2016	salary	LD	0148101		4,239.40	accurate			
8/31/2016	salary	LD	0148101		-328.00				
9/15/2016	salary	LD	0148101		328.00				
9/30/2016	salary	LD	0148101		4,239.40	accurate			
9/30/2016	salary	LD	0148101		-328.00				
10/15/2016	salary	LD	0148101		328.00				
10/31/2016	salary	LD	0148101		4,239.40	accurate			
10/31/2016	salary	LD	0148101		-328.00				
00000.512.213.1536 Drug Court Coordinator				41,360.00	20,869.01	20,869.01	0.00	20,490.99	50.46
00000.512.213.1542 Receptionist/Secretary				17,136.00	0.00	0.00	0.00	17,136.00	0.00
1/31/2016	salary	LD	0148101		1,201.25	*1815.82 7c share - move to :			
2/29/2016	salary	LD	0148101		1,379.50	CE 0000.101.138.00000.512.215.1542			
3/31/2016	salary	LD	0148101		1,488.00				
4/30/2016	salary	LD	0148101		1,240.00				
5/31/2016	salary	LD	0148101		1,499.74				
6/30/2016	salary	LD	0148101		1,190.33				
7/31/2016	salary	LD	0148101		1,052.22				
8/31/2016	salary	LD	0148101		1,328.43	accurate			
9/30/2016	salary	LD	0148101		1,016.05				
10/31/2016	salary	LD	0148101		1,124.56				
00000.512.213.1542 Receptionist/Secretary				17,136.00	12,520.08	12,520.08	0.00	4,615.92	73.06
Total SALARIES & WAGES				117,068.00	71,957.23	71,957.23	0.00	45,110.77	61.47
512.213.2000 BENEFITS									
00000.512.213.2102 Social Security (FICA)				4,480.00	0.00	0.00	0.00	4,480.00	0.00
1/15/2016	benefits	LD	0148101		30.60				
1/31/2016	benefits	LD	0148101		430.50	continue on next page for total cost			

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.2102 Social Security (FICA)				(Continued)					
2/15/2016	benefits	LD	0148101		30.60				
2/29/2016	benefits	LD	0148101		444.13				
3/15/2016	benefits	LD	0148101		30.60				
3/31/2016	benefits	LD	0148101		452.44				
4/15/2016	benefits	LD	0148101		30.60				
4/22/2016	ba	BA	04-10	4,475.00					
4/30/2016	benefits	LD	0148101		433.46				
5/15/2016	benefits	LD	0148101		30.60				
5/31/2016	benefits	LD	0148101		453.33				
6/15/2016	benefits	LD	0148101		30.60				
6/30/2016	benefits	LD	0148101		487.32				
7/15/2016	benefits	LD	0148101		25.10				
7/31/2016	benefits	LD	0148101		598.66				
8/15/2016	benefits	LD	0148101		25.10				
8/31/2016	benefits	LD	0148101		619.79				
9/15/2016	benefits	LD	0148101		25.10				
9/30/2016	benefits	LD	0148101		595.88				
10/15/2016	benefits	LD	0148101		25.10				
10/31/2016	benefits	LD	0148101		604.21				
00000.512.213.2102 Social Security (FICA)				8,955.00	5,403.72	5,403.72	0.00	3,551.28	60.34
00000.512.213.2103 Medical Insurance				12,299.00	0.00	0.00	0.00	12,299.00	0.00
1/31/2016	benefits	LD	0148101		1,212.06				
2/29/2016	benefits	LD	0148101		1,212.06				
3/31/2016	benefits	LD	0148101		1,212.06				
4/22/2016	ba	BA	04-10	13,364.00					
4/30/2016	benefits	LD	0148101		1,212.06				
5/31/2016	benefits	LD	0148101		1,212.06				
6/30/2016	benefits	LD	0148101		2,083.70				
7/31/2016	benefits	LD	0148101		2,083.70				
8/31/2016	benefits	LD	0148101		2,083.70				
9/30/2016	benefits	LD	0148101		2,083.70				

(previous page included)

$639.40 FC Share - move to CE 0000.101.138.00000.512.215.2102

accurate

$1616.28 FC Share - move to CE 0000.101.135.00000.512.215.2103

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number					Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.2103 Medical Insurance					(Continued)					
10/31/2016	benefits	LD	0148101			2,083.70	accurate			
00000.512.213.2103 Medical Insurance					25,663.00	16,478.80	16,478.80	0.00	9,184.20	64.21
00000.512.213.2104 Retirement					8,464.00	0.00	0.00	0.00	8,464.00	0.00
1/31/2016	benefits	LD	0148101			680.00				
2/29/2016	benefits	LD	0148101			699.93				
3/31/2016	benefits	LD	0148101			712.06	$930.70 to share - move to CE 0000.101.138.00000.512.215.2104			
4/22/2016	ba	BA	04-10		4,624.00					
4/30/2016	benefits	LD	0148101			684.33				
5/31/2016	benefits	LD	0148101			713.37				
6/30/2016	benefits	LD	0148101			766.23				
7/31/2016	benefits	LD	0148101			936.51				
8/31/2016	benefits	LD	0148101			967.36	accurate			
9/30/2016	benefits	LD	0148101			932.44				
10/31/2016	benefits	LD	0148101			944.58				
00000.512.213.2104 Retirement					13,088.00	8,036.81	8,036.81	0.00	5,051.19	61.41
Total BENEFITS					47,706.00	29,919.33	29,919.33	0.00	17,786.67	62.72
512.213.3000 SUPPLIES										
00000.512.213.3101 Supplies					3,000.00	0.00	0.00	0.00	3,000.00	0.00
3/11/2016	inv	IN	313902			59.95				
Vendor:	598260	LYNN PEAVEY COMPANY		Check # 316						
4/1/2016	inv	IN	3295881866			33.77				
Vendor:	871234	STAPLES ADVANTAGE		Check # 137403						
4/11/2016	inv	IN	544143			10.59				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 416			# 31.56 included in total on next page			
4/11/2016	use tax	IN	544143			0.91				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 0						
4/11/2016	inv	IN	547724			12.06				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 416						
4/11/2016	use tax	IN	547724			1.04				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 0						

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.3101 Supplies				(Continued)					
4/11/2016 inv		IN SC receipt			36.35				
Vendor: 701187		OFFICE DEPOT		Check # 416					
4/22/2016 ba		BA 04-10		1,500.00					
6/10/2016 inv		IN 555256			792.05				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 616					
6/10/2016 use tax		IN 555256			68.12				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 0					
7/11/2016 inv		IN 558668			7.71				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 716					
7/11/2016 use tax		IN 558668			0.67				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 0					
7/11/2016 inv		IN 7157787392			58.07				
Vendor: 871234		STAPLES ADVANTAGE		Check # 716					
8/5/2016 inv		IN 3308309189			20.57				
Vendor: 871234		STAPLES ADVANTAGE		Check # 143325					
8/19/2016 inv		IN 320991			79.03				
Vendor: 598260		LYNN PEAVEY COMPANY		Check # 144208					
8/26/2016 inv		IN SC			23.16				
Vendor: 147830		B C SUPERIOR COURT PETTY CASH		Check # 144662					
8/26/2016 inv		IN 3310564567			53.78				
Vendor: 871234		STAPLES ADVANTAGE		Check # 144751					
9/30/2016 inv		IN 3313543931			5.21				
Vendor: 871234		STAPLES ADVANTAGE		Check # 146215					
10/11/2016 inv		IN SC			23.45				
Vendor: 733490		PILLCATCHER.COM,THE		Check # 1016					
10/11/2016 use tax		IN SC			2.02				
Vendor: 733490		PILLCATCHER.COM,THE		Check # 0					
00000.512.213.3101 Supplies				4,500.00	1,288.51	1,288.51	0.00	3,211.49	28.63
Total SUPPLIES				4,500.00	1,288.51	1,288.51	0.00	3,211.49	28.63
512.213.4000 Services									
00000.512.213.4102 Contract Services				8,000.00	0.00	0.00	0.00	8,000.00	0.00

(previous page included in total)
$41.25 7C Share – move to CE 0000.101.138.00000.512.215.3101

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4102	Contract Services			(Continued)					
3/11/2016 inv		IN	013649201512		206.00				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 316					
4/11/2016 inv		IN	01364920161		266.50				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 416					
4/11/2016 inv		IN	01364920162		404.50				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 416					
4/22/2016 ba		BA	04-10	2,000.00					
6/10/2016 inv		IN	01364920164		247.12				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 616					
7/11/2016 inv		IN	01364920165		172.51				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 716					
7/29/2016 inv		IN	01364920166		272.24				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 143190					
8/19/2016 inv		IN	01364920167		281.88				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 144248					
9/30/2016 inv		IN	01364920168		298.68				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 146205					
10/21/2016 inv		IN	01364920169		298.09				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 147204					
00000.512.213.4102	Contract Services			10,000.00	2,447.52	2,447.52	0.00	7,552.48	24.48
00000.512.213.4103	Professional Services			2,500.00	0.00	0.00	0.00	2,500.00	0.00
2/19/2016 inv		IN	SC		600.00				
Vendor:	115027	ARMIJO, ANA		Check # 134947					
3/18/2016 inv		IN	SC		500.00				
Vendor:	115027	ARMIJO, ANA		Check # 136448					
4/11/2016 inv		IN	16-192, 268, 336		33.72				
Vendor:	189950	BUDGET PRINT CENTER, INC		Check # 416					
4/15/2016 inv		IN	SC		350.00				
Vendor:	115027	ARMIJO, ANA		Check # 137916					
4/22/2016 ba		BA	04-10	9,500.00					
5/20/2016 inv		IN	SC		219.99				
Vendor:	115027	ARMIJO, ANA		Check # 139506					

$233.90 7C Share - move to CE 0000.101.138.00000.512.215.4102

accurate

$395.71 7C Share - move to CE 0000.101.138.00000.512.215.4103

accurate

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4103	Professional Services			(Continued)					
5/20/2016 inv		IN SC			73.33				
Vendor:	235498	COLUMBIA BASIN INTERPRETING /, TRANSLAT		Check # 139547					
6/17/2016 inv		IN SC			219.99				
Vendor:	115027	ARMIJO, ANA		Check # 140903					
7/22/2016 inv		IN SC			328.00				
Vendor:	115027	ARMIJO, ANA		Check # 142685					
8/19/2016 inv		IN SC			574.00				
Vendor:	115027	ARMIJO, ANA		Check # 144117					
9/16/2016 inv		IN SC			574.00				
Vendor:	115027	ARMIJO, ANA		Check # 145500					
00000.512.213.4103	Professional Services			12,000.00	3,473.03	3,473.03	0.00	8,526.97	28.94
00000.512.213.4163	Superior Court Indigent Defense			24,720.00	0.00	0.00	0.00	24,720.00	0.00
1/22/2016 inv		IN Monthly Compensation			2,060.00				
Vendor:	493272	JOHNSON & ORR, PS		Check # 133744					
2/19/2016 inv		IN Monthly Compensation			2,060.00				
Vendor:	493272	JOHNSON & ORR, PS		Check # 135009					
3/25/2016 inv		IN Monthly Compensation			2,060.00				
Vendor:	493272	JOHNSON & ORR, PS		Check # 137064					
4/22/2016 ba		BA 04-10		16,480.00					
4/22/2016 inv		IN Monthly Compensation			2,060.00				
Vendor:	493272	JOHNSON & ORR, PS		Check # 138335					
5/27/2016 inv		IN Monthly Compensation			1,510.60				
Vendor:	493272	JOHNSON & ORR, PS		Check # 140004					
6/24/2016 inv		IN Monthly Compensation			1,689.20				
Vendor:	493272	JOHNSON & ORR, PS		Check # 141418					
8/26/2016 inv		IN Monthly Compensation			3,387.56				
Vendor:	493272	JOHNSON & ORR, PS		Check # 144704					
8/26/2016 inv		IN Monthly Compensation			3,387.56				
Vendor:	493272	JOHNSON & ORR, PS		Check # 144704					
9/30/2016 inv		IN Monthly Compensation			3,387.56				
Vendor:	493272	JOHNSON & ORR, PS		Check # 146170					

accurate

$2197.61 7C share - move to CE 0000.101.138.00000.513.215.4163

accurate

accurate

Accurate July 1, 2016 BiCo. Office of Public Defense split. Each county pays for their own defense attn

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number			Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4163	Superior Court Indigent Defense		(Continued)					
10/21/2016 inv	IN Monthly Compensation			3,387.56	Accurate			
Vendor: 493272	JOHNSON & ORR, PS		Check # 147160					
00000.512.213.4163	Superior Court Indigent Defense		41,200.00	24,990.04	24,990.04	0.00	16,209.96	60.66
00000.512.213.4190	Interfund Professional Services		2,318.00	0.00	0.00	0.00	2,318.00	0.00
4/22/2016 ba	BA 04-10		3,593.00					
4/22/2016 ba	BA 04-10		4,952.00					
6/24/2016 inv	IN SC			617.46				
Vendor: 147777	B C PROSECUTING ATTORNEY		Check # 6241602					
7/22/2016 inv	IN SC			617.46				
Vendor: 147777	B C PROSECUTING ATTORNEY		Check # 7221605					
8/19/2016 inv	IN SC			617.46	accurate (BC Pros. Atty. Reimb. began in June 2016 with the 45 person ADC			
Vendor: 147777	B C PROSECUTING ATTORNEY		Check # 8191604					
9/16/2016 inv	IN SC			617.46				
Vendor: 147777	B C PROSECUTING ATTORNEY		Check # 9161605					
10/14/2016 inv	IN SC			617.46				
Vendor: 147777	B C PROSECUTING ATTORNEY		Check # 10141601					
00000.512.213.4190	Interfund Professional Services		10,863.00	3,087.30	3,087.30	0.00	7,775.70	28.42
00000.512.213.4191	Central Services - Admin Services		1,769.00	0.00	0.00	0.00	1,769.00	0.00
8/19/2016 inv	IN 7th Qtr 1015/16			364.00				
Vendor: 147790	B C CENTRAL SERVICES		Check # 8191605		accurate			
10/21/2016 inv	IN 8th Qtr 1015/16			364.00				
Vendor: 147790	B C CENTRAL SERVICES		Check # 10211606					
00000.512.213.4191	Central Services - Admin Services		1,769.00	728.00	728.00	0.00	1,041.00	41.15
00000.512.213.4301	Travel		0.00	0.00	0.00	0.00	0.00	0.00
4/22/2016 ba	BA 04-10		1,500.00					
00000.512.213.4301	Travel		1,500.00	0.00	0.00	0.00	1,500.00	0.00
00000.512.213.4503	Rentals-Office Equipment		0.00	0.00	0.00	0.00	0.00	0.00
00000.512.213.4696	Workman's Comp		593.00	0.00	0.00	0.00	593.00	0.00
4/22/2016 ba	BA 04-10		303.00					
8/19/2016 inv	IN Q1 AND Q2			200.40	accurate			
Vendor: 147843	B C WORKMANS COMP		Check # 8191606					

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number			Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4696	Workman's Comp		896.00	200.40	200.40	0.00	695.60	22.37
00000.512.213.4697	Insurance Management		897.00	0.00	0.00	0.00	897.00	0.00
4/22/2016 ba	BA 04-10		1,570.00					
8/19/2016 inv	IN Q1 and Q2 2016			305.08	Jan-June 2016 accurate			
Vendor: 147828	B C INSURANCE MANAGEMENT FUND	Check # 8191607						
00000.512.213.4697	Insurance Management		2,467.00	305.08	305.08	0.00	2,161.92	12.37
00000.512.213.4699	Accumulated Leave		1,325.00	0.00	0.00	0.00	1,325.00	0.00
4/22/2016 inv	IN 1ST QRTLY ASSESS			331.25				
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 4221609						
4/22/2016 ba	BA 04-10		724.00					
7/22/2016 inv	IN 2ND QTR ASSESS			265.35	accurate			
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 7221602						
10/21/2016 inv	IN coaccumlv			265.35				
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 10211607						
00000.512.213.4699	Accumulated Leave		2,049.00	861.95	861.95	0.00	1,187.05	42.07
00000.512.213.4901	Association Dues		0.00	0.00	0.00	0.00	0.00	0.00
7/29/2016 inv	IN SC			205.00	accurate			
Vendor: 939927	W A D C, %KELLI FRAZIER	Check # 143210						
00000.512.213.4901	Association Dues		0.00	205.00	205.00	0.00	-205.00	0.00
00000.512.213.4905	Training		0.00	0.00	0.00	0.00	0.00	0.00
4/22/2016 ba	BA 04-10		2,000.00					
00000.512.213.4905	Training		2,000.00	0.00	0.00	0.00	2,000.00	0.00
Total Services			84,744.00	36,298.32	36,298.32	0.00	48,445.68	42.83
Total PUBLIC SAFETY TAX FUND			254,018.00	139,463.39	139,463.39	0.00	114,554.61	54.90
Grand Total			254,018.00	139,463.39	139,463.39	0.00	114,554.61	54.90

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE JC Share of "ADC"
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512	JUDICIAL ACTIVITIES								
512.200	Courts								
512.215	Franklin County -Adult Drug Court								
512.215.1000	SALARIES & WAGES								
00000.512.215.1496	Drug Court Case Manager			0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	15,619.00					
6/29/2016	ba	BA	06-12	-6,600.00					
6/30/2016	salary	LD	0000101		312.54				
7/31/2016	salary	LD	0000101		677.15				
8/31/2016	salary	LD	0000101		677.16				
9/30/2016	salary	LD	0000101		677.16				
10/31/2016	salary	LD	0000101		677.16				
					accurate				
00000.512.215.1496	Drug Court Case Manager			9,019.00	3,021.17	3,021.17	0.00	5,997.83	33.50
00000.512.215.1536	Drug Court Coordinator			0.00	0.00	0.00	0.00	0.00	0.00
6/29/2016	ba	BA	06-12	6,600.00					
6/30/2016	salary	LD	0000101		930.60				
6/30/2016	salary	LD	0000101		-72.00				
					accurate (transfer of 72.00 to be applied to 1496 from PST				
7/15/2016	salary	LD	0000101		72.00				
7/31/2016	salary	LD	0000101		930.59				
7/31/2016	salary	LD	0000101		-72.00				
					accurate				
8/15/2016	salary	LD	0000101		72.00				
8/31/2016	salary	LD	0000101		930.60				
8/31/2016	salary	LD	0000101		-72.00				
					Accurate				
9/15/2016	salary	LD	0000101		72.00				
9/30/2016	salary	LD	0000101		930.60				
9/30/2016	salary	LD	0000101		-72.00				
					Accurate				
10/15/2016	salary	LD	0000101		72.00				
10/31/2016	salary	LD	0000101		930.60				
10/31/2016	salary	LD	0000101		-72.00				
					Accurate				
00000.512.215.1536	Drug Court Coordinator			6,600.00	4,580.99	4,580.99	0.00	2,019.01	69.41

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.1542 Receptionist/Secretary				(Continued)					
00000.512.215.1542 Receptionist/Secretary				0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	4,570.00					
6/30/2016	salary	LD	0000101		261.29				
7/31/2016	salary	LD	0000101		230.98				
8/31/2016	salary	LD	0000101		291.61				
9/30/2016	salary	LD	0000101		223.04				
10/31/2016	salary	LD	0000101		246.86				
00000.512.215.1542 Receptionist/Secretary				4,570.00	1,253.78	1,253.78	0.00	3,316.22	27.44
Total SALARIES & WAGES				20,189.00	8,855.94	8,855.94	0.00	11,333.06	43.87
512.215.2000 BENEFITS									
00000.512.215.2102 Social Security (FICA)				0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	1,195.00					
6/30/2016	benefits	LD	0000101		106.99				
7/15/2016	benefits	LD	0000101		5.50				
7/31/2016	benefits	LD	0000101		131.43				
8/15/2016	benefits	LD	0000101		5.50				
8/31/2016	benefits	LD	0000101		136.06				
9/15/2016	benefits	LD	0000101		5.50				
9/30/2016	benefits	LD	0000101		130.83				
10/15/2016	benefits	LD	0000101		5.50				
10/31/2016	benefits	LD	0000101		132.63				
00000.512.215.2102 Social Security (FICA)				1,195.00	659.94	659.94	0.00	535.06	55.23
00000.512.215.2103 Medical Insurance				0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	3,280.00					
6/30/2016	benefits	LD	0000101		457.42				
7/31/2016	benefits	LD	0000101		457.42				
8/31/2016	benefits	LD	0000101		457.42				
9/30/2016	benefits	LD	0000101		457.42				
10/31/2016	benefits	LD	0000101		457.42				
00000.512.215.2103 Medical Insurance				3,280.00	2,287.10	2,287.10	0.00	992.90	69.73
00000.512.215.2104 Retirement				0.00	0.00	0.00	0.00	0.00	0.00

accurate

accurate

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.2104 Retirement				(Continued)					
4/9/2016 ba		BA 04-01		2,257.00					
6/30/2016 benefits		LD 0000101			168.19				
7/31/2016 benefits		LD 0000101			205.55				
8/31/2016 benefits		LD 0000101			212.36				
9/30/2016 benefits		LD 0000101			204.69				
10/31/2016 benefits		LD 0000101			207.35				
00000.512.215.2104 Retirement				2,257.00	998.14	998.14	0.00	1,258.86	44.22
Total BENEFITS				6,732.00	3,945.18	3,945.18	0.00	2,786.82	58.60
512.215.3000 SUPPLIES									
00000.512.215.3101 Supplies				0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016 ba		BA 03-02		800.00					
6/10/2016 inv		IN 555256			288.07				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 616						
6/10/2016 use tax		IN 555256			24.77				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 0						
7/11/2016 inv		IN 558668			2.81				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 716						
7/11/2016 use tax		IN 558668			0.24				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 0						
7/11/2016 inv		IN 7157787392			12.75				
Vendor: 871234		STAPLES ADVANTAGE	Check # 716						
8/5/2016 inv		IN 3308309189			4.51				
Vendor: 871234		STAPLES ADVANTAGE	Check # 143325						
8/19/2016 inv		IN 320991			17.35				
Vendor: 598260		LYNN PEAVEY COMPANY	Check # 144208						
8/26/2016 inv		IN SC			5.08				
Vendor: 147830		B C SUPERIOR COURT PETTY CASH	Check # 144662						
8/26/2016 inv		IN 3310564567			11.80				
Vendor: 871234		STAPLES ADVANTAGE	Check # 144751						
9/30/2016 inv		IN 3313543931			1.15				
Vendor: 871234		STAPLES ADVANTAGE	Check # 146215						

accurate

accurate
(26.67% rate due to date of service)

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.3101 Supplies				(Continued)					
10/11/2016 inv		IN SC			5.15				
Vendor:	733490	PILLCATCHER.COM,THE	Check # 1016						
10/11/2016 use tax		IN SC			0.44				
Vendor:	733490	PILLCATCHER.COM,THE	Check # 0						
00000.512.215.3101 Supplies				800.00	374.12	374.12	0.00	425.88	46.77
Total SUPPLIES				800.00	374.12	374.12	0.00	425.88	46.77
512.215.4000 Services									
00000.512.215.4102 Contract Services				0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016 ba		BA 03-02		2,133.00					
6/10/2016 inv		IN 01364920164			89.88				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 616						
7/11/2016 inv		IN 01364920165			62.74				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 716						
7/29/2016 inv		IN 01364920166			59.76				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 143190						
8/19/2016 inv		IN 01364920167			61.87				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 144248						
9/30/2016 inv		IN 01364920168			65.57				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 146205						
10/21/2016 inv		IN 01364920169			65.43				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 147204						
00000.512.215.4102 Contract Services				2,133.00	405.25	405.25	0.00	1,727.75	19.00
00000.512.215.4103 Professional Services				0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016 ba		BA 03-02		667.00					
5/20/2016 inv		IN SC			80.01				
Vendor:	115027	ARMIJO, ANA	Check # 139506						
5/20/2016 inv		IN SC			26.67				
Vendor:	235498	COLUMBIA BASIN INTERPRETING /, TRANSLAT	Check # 139547						
6/17/2016 inv		IN SC			80.01				
Vendor:	115027	ARMIJO, ANA	Check # 140903						
7/22/2016 inv		IN SC			72.00				
Vendor:	115027	ARMIJO, ANA	Check # 142685						

accurate

accurate
(26.67% due to date of service)

accurate

accurate
(26.67% due to Date of service)

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number		Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.4103	Professional Services	(Continued)					
8/19/2016 inv	IN SC		126.00				
Vendor: 115027	ARMIJO, ANA	Check # 144117					
9/16/2016 inv	IN SC		126.00	accurate			
Vendor: 115027	ARMIJO, ANA	Check # 145500					
00000.512.215.4103	Professional Services	667.00	510.69	510.69	0.00	156.31	76.57
00000.512.215.4163	Superior Court Indigent Defense	0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016 ba	BA 03-02	6,592.00					
5/27/2016 inv	IN Monthly Compensation		549.40	accurate (26.67% due to date of service)			
Vendor: 493272	JOHNSON & ORR, PS	Check # 140004					
6/24/2016 inv	IN Monthly Compensation		370.80	accurate			
Vendor: 493272	JOHNSON & ORR, PS	Check # 141418					
00000.512.215.4163	Superior Court Indigent Defense	6,592.00	920.20	920.20	0.00	5,671.80	13.96
00000.512.215.4190	Interfund Professional Services	0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016 ba	BA 04-01	618.00					
6/24/2016 inv	IN SC		135.54				
Vendor: 147777	B C PROSECUTING ATTORNEY	Check # 6241602					
7/22/2016 inv	IN SC		135.54				
Vendor: 147777	B C PROSECUTING ATTORNEY	Check # 7221605					
8/19/2016 inv	IN SC		135.54	accurate			
Vendor: 147777	B C PROSECUTING ATTORNEY	Check # 8191604					
9/16/2016 inv	IN SC		135.54				
Vendor: 147777	B C PROSECUTING ATTORNEY	Check # 9161605					
10/14/2016 inv	IN SC		135.54				
Vendor: 147777	B C PROSECUTING ATTORNEY	Check # 10141601					
00000.512.215.4190	Interfund Professional Services	618.00	677.70	677.70	0.00	-59.70	109.66
00000.512.215.4191	Central Services - Admin Services	0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016 ba	BA 04-01	472.00					
8/19/2016 inv	IN 7th Qtr 1015/16		80.00				
Vendor: 147790	B C CENTRAL SERVICES	Check # 8191605					
10/21/2016 inv	IN 8th Qtr 1015/16		80.00	accurate			
Vendor: 147790	B C CENTRAL SERVICES	Check # 10211606					
00000.512.215.4191	Central Services - Admin Services	472.00	160.00	160.00	0.00	312.00	33.90

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number			Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.4503	Rentals-Office Equipment		0.00	0.00	0.00	0.00	0.00	0.00
00000.512.215.4696	Workman's Comp		0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016 ba	BA 04-01		158.00					
8/19/2016 inv	IN Q1 AND Q2			67.60				
Vendor: 147843	B C WORKMANS COMP	Check # 8191606						
00000.512.215.4696	Workman's Comp		158.00	67.60	67.60	0.00	90.40	42.78
00000.512.215.4697	Insurance Management		0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016 ba	BA 04-01		239.00					
8/19/2016 inv	IN Q1 and Q2 2016			102.92	accurate (Jan - June 2016)			
Vendor: 147828	B C INSURANCE MANAGEMENT FUND	Check # 8191607						
00000.512.215.4697	Insurance Management		239.00	102.92	102.92	0.00	136.08	43.06
00000.512.215.4699	Accumulated Leave		0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016 ba	BA 04-01		353.00					
7/22/2016 inv	IN 2ND QTR ASSESS			17.20	accurate			
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 7221602						
10/21/2016 inv	IN coaccumlv			17.20				
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 10211607						
00000.512.215.4699	Accumulated Leave		353.00	34.40	34.40	0.00	318.60	9.75
00000.512.215.4901	Association Dues		0.00	0.00	0.00	0.00	0.00	0.00
7/29/2016 inv	IN SC			45.00	accurate			
Vendor: 939927	W A D C, %KELLI FRAZIER	Check # 143210						
00000.512.215.4901	Association Dues		0.00	45.00	45.00	0.00	-45.00	0.00
Total Services			11,232.00	2,923.76	2,923.76	0.00	8,308.24	26.03
Total CURRENT EXPENSE			38,953.00	16,099.00	16,099.00	0.00	22,854.00	41.33
Grand Total			38,953.00	16,099.00	16,099.00	0.00	22,854.00	41.33

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2016 474

FRANKLIN COUNTY RESOLUTION 2016 222

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES WASHINGTON

APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF ADULT DRUG COURT AND JUVENILE DRUG COURT PROGRAM COSTS

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Boards of Benton and Franklin County Commissioners desire to enter into a *Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile* Drug Court Programs;

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

BE IT FURTHER RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding shall be effective as of January 1, 2016 and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding.

Dated this 14 day of, of June, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

ATTEST :

Clerk of the Board

Dated this 25 day of MAY, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Franklin County, Washington

ATTEST:

Clerk of the Board

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES REGARDING ADULT DRUG COURT AND JUVENILE DRUG COURT PROGRAM COSTS

WHEREAS, the Boards of Benton and Franklin County desire to enter into a Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile Drug Court Programs; and

WHEREAS, both Boards of County Commissioners mutually agree on a participant funding formula for the Adult Drug Court and the Juvenile Drug Court Programs; and

IT IS HEREBY MUTUALLY AGREED by all parties that no later than January 31st of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formulas:

1. All costs associated with the Adult Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

2. All costs associated with the Juvenile Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a seven point five percent (7.5%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall commence on January 1, 2016 and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30th. Any written notice received after June 30th in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

Original – Superior Court
Cc. Auditor; Treasurer; Juvenile Court; Commissioners; Franklin County

Dated this 14 day of, of June, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

ATTEST :

Clerk of the Board

Dated this 25 day of MAY, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Franklin County, Washington

ATTEST:

Clerk of the Board

Pat Austin

From: Pat Austin
Sent: Thursday, June 16, 2016 11:38 AM
To: Payroll; Personnel
Subject: PAFs for Marshall Pickett and Kylie Barada
Attachments: Barada PAF accting funds 060116.pdf; Pickett paf coord position060116.pdf

Please find attached Personnel Action Forms for Marshall Pickett and Kylie Barada under our Adult Drug Court Program to be split by percentage between the Public Safety Tax Fund and the Current Expense Fund. As directed by Rosie, I have created the PAF effective June 1, 2016, for Kylie Barada to identify the proper accounting line items to charge her salary and benefits to based on the percentage Benton County and Franklin County are each responsible . I have done the same for Marshall Pickett, as well as process his promotion to Adult Drug Court Coordinator.

The Adult Drug Court Bi-County MOU with regard to cost allocation is found at Bi-County BC Resolution #2016-474. Under a 45 person drug court FC will have 8 participants which equals 18% and BC will have 37 participants which equals 82%. The 45 person Adult Drug Court went into effect June 1, 2106.

Pat

Patricia Austin
Superior Court Administrator
Benton & Franklin Counties
7122 W. Okanogan Place, Building A
Kennewick, WA 99336
(509)736-3071 Ext. 3318
pat.austin@co.benton.wa.us

CONFIDENTIALITY STATEMENT
This message contains information that may be confidential per RCW 13.50.050 or 42CFR, Part 2. If this message was sent to you in error, any use, or disclosure or distribution of its contents is prohibited. If you receive this message in error, please contact me at the e-mail address listed above and delete this message without printing, copying, or forwarding it.

☐ Addition to Payroll
☐ Position Change _____ (Specify)
☐ Removal from Payroll
☒ Other Identify proper accounting line items (Specify)

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

EFFECTIVE DATE 06/01/2016

NAME Kylie Barada SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE ☐ FEMALE ☒ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY
NAME _____ TELEPHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
RELATIONSHIP _____

EMPLOYMENT TYPE

☐ A. REGULAR FULL TIME ☐ B. TEMP. FULL TIME ☒ C. REGULAR PART TIME ☐ D. TEMP PART TIME ☐ E. PROVISIONAL
☐ F. INTERMITTENT ☐ G. APPOINTIVE-SUPER ☐ H. APPOINTIVE-NON SUPER ☐ I. ELECTED OFFICIAL ☐ J. OTHER

PAY CODE ☐ EXEMPT ■ NON-EXEMPT

SALARY $16.04/hr GRADE 4 STEP D POSITION Adult Drug Court Secretary

FUND # See Comment Section FUND NAME See Comment Section DEPT. 138 DEPT. NAME Adult Drug Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: **See Comment Section**

UNION ☐ JUVENILE CLERICAL ☐ NON BARGAINING ☐ COURTHOUSE ☐ APPRAISERS ☐ SHERIFF CLERICAL ☐ SHERIFF MEDICAL ☐ JUVENILE DETENTION ☐ SHERIFF DEPUTIES ☐ CORRECTIONAL ☐ FACILITIES / PARKS ☐ ROAD DEPT. ☐ CRISIS ☐ BAILIFFS

RETIREMENT ☐ LEOFF I RETIREE ☐ PERS I ☐ PERS III ☐ NONE ☐ ☐ LEOFF II ☐ PERS II ☐ PSERS

INDUSTRIAL ☐ 0 - NONE (00-0) ☐ 3 - OUTSIDE (15-1) ☐ 4 - INSIDE (53-6) ☐ SHERIFFS/CORRECTIONS (69-5) ☐ SHERIFFS/RESERVES (69-6)

LOCATION ☐ KE/AN ☐ KE/CR ☐ KE/FG ☐ KE/JC ☐ KE/SP ☐ PR/AN ☐ PR/CH ☐ PR/SP ☐ _____ ☐ KE/CO ☐ KE/HS ☐ KE/FS ☐ KE/JJ ☐ KE/PK ☐ PR/CE ☐ PR/NW ☐ RI/AU

JOB CATEGORY ☐ 00-NOT REPORTED ☐ 01-OFFICIALS/ADMIN. ☐ PROFESSIONALS ☐ 03-TECHNICIANS ☐ 04-PROTECTIVE SERVICES ☐ 05-ADMIN. SUPPORT ☐ 07-PARA PROFESSIONALS ☐ 08-SERVICE/MAINTENANCE ☐ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 Salaries & Benefits for this position should be charged as follows: 82% - Benton County\'s share of the adult drug court secretary, is to be charged to Public Safety Fund 0148101.138.00000.512.213.1542, and corresponding benefit line items. 18% - Franklin County\'s share of the adult drug court secretary, is to be charged to Current Expense 0000101.138.00000.512.215.1542 and corresponding benefit line items. (Benefits for this position are social security, medicare and retirement)

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL ☐ QUIT ☐ RETIRED ☐ APPROVED RESIGNATION ☐ DECEASED ☐ WORKERS COMP. ☐ DISCHARGE ☐ WORK LAY OFF ☐ END OF SEASON ☐ MILITARY

LEAVE ☐ SICK ☐ LEAVE W/O PAY ☐ LEAVE OF ABSENCE ☐ FMLA ☐ WORKERS COMP LEAVE ☐ PREGNANCY LEAVE ☐ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL

~~ELECTED OFFICIAL~~ OR DEPARTMENT DIRECTOR/MANAGER DATE

Patricia Amsti 6/16/16

EMPLOYEE NAME DATE

Kylie Barada

PROCESSED

PAYROLL OFFICER DATE

■ Addition to Payroll
☐ Position Change _____ (Specify)
☐ Removal from Payroll
☐ Other _____ (Specify)

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

EFFECTIVE DATE 06/20/2016

NAME Jennifer L. Webb SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE ☐ FEMALE ■ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY
NAME _____ TELEPHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
RELATIONSHIP _____

EMPLOYMENT TYPE

■ A. REGULAR FULL TIME ☐ B. TEMP. FULL TIME ☐ C. REGULAR PART TIME ☐ D. TEMP PART TIME ☐ E. PROVISIONAL
☐ F. INTERMITTENT ☐ G. APPOINTIVE-SUPER ☐ H. APPOINTIVE-NON SUPER ☐ I. ELECTED OFFICIAL ☐ J. OTHER

PAY CODE ☐ EXEMPT ■ NON-EXEMPT

SALARY $3,762.00/mo. GRADE 12 STEP A POSITION Adult Drug Court Case Manager

FUND # See Comment Section FUND NAME See Comment Section DEPT. See Comment Section DEPT. NAME Adult Drug Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: **See Comment Section**

UNION ☐ JUVENILE CLERICAL ☐ NON BARGAINING ☐ COURTHOUSE ☐ APPRAISERS ☐ SHERIFF CLERICAL ☐ SHERIFF MEDICAL ☐ JUVENILE DETENTION ☐ SHERIFF DEPUTIES ☐ CORRECTIONAL ☐ FACILITIES / PARKS ☐ ROAD DEPT. ☐ CRISIS ☐ BAILIFFS

RETIREMENT ☐ LEOFF I RETIREE ☐ PERS I ☐ PERS III ☐ NONE ☐ ☐ LEOFF II ☐ PERS II ☐ PSERS

INDUSTRIAL ☐ 0 - NONE (00-0) ☐ 3 - OUTSIDE (15-1) ☐ 4 - INSIDE (53-6) ☐ SHERIFFS/CORRECTIONS (69-5) ☐ SHERIFFS/RESERVES (69-6)

LOCATION ☐ KE/AN ☐ KE/CR ☐ KE/FG ☐ KE/JC ☐ KE/SP ☐ PR/AN ☐ PR/CH ☐ PR/SP ☐ _____ ☐ KE/CO ☐ KE/HS ☐ KE/FS ☐ KE/JJ ☐ KE/PK ☐ PR/CE ☐ PR/NW ☐ RI/AU

JOB CATEGORY ☐ 00-NOT REPORTED ☐ 01-OFFICIALS/ADMIN. ☐ PROFESSIONALS ☐ 03-TECHNICIANS ☐ 04-PROTECTIVE SERVICES ☐ 05-ADMIN. SUPPORT ☐ 07-PARA PROFESSIONALS ☐ 08-SERVICE/MAINTENANCE ☐ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 Salaries & Benefits for this position should be charged as follows: 82% - Benton County\'s share of the adult drug court case manager, is to be charged to Public Safety Tax Fund 0148101.138.00000.512.213.~~1542~~, and corresponding benefit line items. 18% - Franklin County\'s share of the adult drug court case manager, is to be charged to Current Expense 0000101.138.00000.512.215.~~1542~~ and corresponding benefit line items. (Benefits for this position are social security, medicare, retirement, medical insurance, VEBA and accumulated leave.) Ms. Webb is filling the position vacated by Marshall Pickett.

1496 1496 GA 6/27/16 GA 6/27/16

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL ☐ QUIT ☐ RETIRED ☐ APPROVED RESIGNATION ☐ DECEASED ☐ WORKERS COMP. ☐ DISCHARGE ☐ WORK LAY OFF ☐ END OF SEASON ☐ MILITARY

LEAVE ☐ SICK ☐ LEAVE W/O PAY ☐ LEAVE OF ABSENCE ☐ FMLA ☐ WORKERS COMP LEAVE ☐ PREGNANCY LEAVE ☐ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL

ELECTED OFFICIAL OR DEPARTMENT DIRECTOR/MANAGER DATE
Patricia Austin 6/20/16

EMPLOYEE NAME DATE
Jennifer Webb

PROCESSED

PAYROLL OFFICER DATE

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

☐ Addition to Payroll
■ Position Change Promotion to Adult Drug Court Coordinator (Specify)
☐ Removal from Payroll
☐ Other _____ (Specify)

EFFECTIVE DATE 06/01/2016

NAME Marshall Pickett SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE ■ FEMALE ☐ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY
NAME _____ TELEPHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
RELATIONSHIP _____

EMPLOYMENT TYPE

■ A. REGULAR FULL TIME ☐ B. TEMP. FULL TIME ☐ C. REGULAR PART TIME ☐ D. TEMP PART TIME ☐ E. PROVISIONAL
☐ F. INTERMITTENT ☐ G. APPOINTIVE-SUPER ☐ H. APPOINTIVE-NON SUPER ☐ I. ELECTED OFFICIAL ☐ J. OTHER

PAY CODE ■ EXEMPT ☐ NON-EXEMPT

SALARY $5,170.00/mo GRADE 16 STEP E POSITION Adult Drug Court Coordinator

FUND # See Comment Section FUND NAME See Comment Section DEPT. 138 DEPT. NAME Adult Drug Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: **See Comment Section**

UNION ☐ JUVENILE CLERICAL ☐ NON BARGAINING ☐ COURTHOUSE ☐ APPRAISERS ☐ SHERIFF CLERICAL ☐ SHERIFF MEDICAL ☐ JUVENILE DETENTION ☐ SHERIFF DEPUTIES ☐ CORRECTIONAL ☐ FACILITIES / PARKS ☐ ROAD DEPT. ☐ CRISIS ☐ BAILIFFS

RETIREMENT ☐ LEOFF I RETIREE ☐ PERS I ☐ PERS III ☐ NONE ☐ ☐ LEOFF II ☐ PERS II ☐ PSERS

INDUSTRIAL ☐ 0 - NONE (00-0) ☐ 3 - OUTSIDE (15-1) ☐ 4 - INSIDE (53-6) ☐ SHERIFFS/CORRECTIONS (69-5) ☐ SHERIFFS/RESERVES (69-6)

LOCATION ☐ KE/AN ☐ KE/CR ☐ KE/FG ☐ KE/JC ☐ KE/SP ☐ PR/AN ☐ PR/CH ☐ PR/SP ☐ _____ ☐ KE/CO ☐ KE/HS ☐ KE/FS ☐ KE/JJ ☐ KE/PK ☐ PR/CE ☐ PR/NW ☐ RI/AU

JOB CATEGORY ☐ 00-NOT REPORTED ☐ 01-OFFICIALS/ADMIN. ☐ PROFESSIONALS ☐ 03-TECHNICIANS ☐ 04-PROTECTIVE SERVICES ☐ 05-ADMIN. SUPPORT ☐ 07-PARA PROFESSIONALS ☐ 08-SERVICE/MAINTENANCE ☐ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 Salaries & Benefits for this position should be charged as follows: 82% - Benton County\'s share of the adult drug court coordinator, is to be charged to Public Safety Fund 0148101.138.00000.512.213.1536, and corresponding benefit line items. 18% - Franklin County\'s share of the adult drug court coordinator, is to be charged to Current Expense 0000101.138.00000.512.215.1536 and corresponding benefit line items. (Benefits for this position are social security, medicare, retirement, medical insurance, VEBA and accumulated leave)

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL ☐ QUIT ☐ RETIRED ☐ APPROVED RESIGNATION ☐ DECEASED ☐ WORKERS COMP. ☐ DISCHARGE ☐ WORK LAY OFF ☐ END OF SEASON ☐ MILITARY

LEAVE ☐ SICK ☐ LEAVE W/O PAY ☐ LEAVE OF ABSENCE ☐ FMLA ☐ WORKERS COMP LEAVE ☐ PREGNANCY LEAVE ☐ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL

~~ELECTED OFFICIAL~~ OR DEPARTMENT DIRECTOR/MANAGER DATE
Patricia Austin 6/16/16

EMPLOYEE NAME DATE
Marshall Pickett

PROCESSED

PAYROLL OFFICER DATE

RESOLUTION NO. 2016 914

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTIONS BETWEEN PUBLIC SAFETY TAX FUND NUMBERS 0148101.138.512.213.XXXX AND CURRENT EXPENSE FUND NUMBERS 0000101.138.512.215.XXXX.

WHEREAS, the Benton County Budget policy requires Board approval for coding corrections and fund transfers between funds; and

WHEREAS, incorrect line item codes were used from January, 2016 through May, 2016 between the Public Safety Tax Fund numbers 0148101.138.512.213.XXXX and the Current Expense Fund numbers 0000101.138.512.215.XXXX and;

NOW THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners that the coding corrections and fund transfer shall be approved as outlined in Exhibit "A", attached hereto.

DATED this 22 day of Nov, 2016.

Shon Small, Chairman of the Board

Jim Beaver, Chairman Pro Tem

Jerome Delvin, Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: Clerk of the Board

cc: Superior Court, Auditor

ORIGINAL

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

DEPARTMENT: Superior Court
FUND NUMBER: 0148.101 & 0000.101
FUND NAME: Public Safety Tax & Current Expense

TRANSFER FROM: Public Safety Tax 0148.101.138				TRANSFER TO: Current Expense Fund 0000.101.138			
BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT	BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT
512.213	1496	Drug Court Case Mgr.	$6,508.81	512.215	1496	Drug Court Case Mgr.	$6,508.81
512.213	1542	Receptionist/Secretary	$1,815.82	512.215	1542	Receptionist/Secretary	$1,815.82
512.213	2102	Social Security	639.40	512.215	2102	Social Security	639.40
512.213	2103	Medical Insurance	1,616.28	512.215	2103	Medical Insurance	1,616.28
512.213	2104	Retirement	930.70	512.215	2104	Retirement	930.70
512.213	3101	Supplies	41.25	512.215	3101	Supplies	41.25
512.213	4102	Contract Services	233.90	512.215	4102	Contract Services	233.90
512.213	4103	Professional Services	395.71	512.215	4102	Professional Services	395.71
512.213	4163	Indigent Defense	2,197.61	512.213	4163	Indigent Defense	2,197.61
512.213	1496	Drug Court Case Mgr.	72.00	512.213	1496	Drug Court Case Mgr.	72.00
		TOTAL	$ 14,451.48			TOTAL	$ 14,451.48

EXPLANATION: CODING CORRECTION FOR 2016 ONLY. Move the above costs from Public Safety Tax Fund line items numbers 0148.101.138.00000.512.213.XXXX to Current Expense Fund Line Item numbers 0000.101.138.00000.512.215.XXXX to accurately account for Franklin County's 2016 costs related to the Adult Drug Court.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Patricia Austin

DATE: 11/8/2016

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

EXHIBIT "A"

ORIGINAL

NOTE:

As of January, 2016 all Adult Drug Court costs to be moved from Currently Expense Fund line items 0000.101.138.00000.512.213.XXX to the following line items:

Benton County costs to be reflected in the Public Safety Tax Fund 0148.138.00000.512.213.XXXX

Franklin County costs to be reflected in the Current Expense Fund 0000.101.138.00000.512.215.XXXX

Pursuant to Bi-County Resolution No. 2016-474 percentage rates are to be applied as follows based on participant level and size of the Adult Drug Court:

January-May, 2016 (30 person ADC with FC having 8 participants) Franklin County 26.67% and Benton County 73.33%.

June-December, 2016 (45 person ADC with FC having 8 participants) Franklin County 18% and Benton County 82%.

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0148101 PUBLIC SAFETY TAX FUND Bc Share of "ADC"
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512	JUDICIAL ACTIVITIES								
512.200	Courts								
512.213	Adult Drug Court								
512.213.1000	SALARIES & WAGES								
00000.512.213.1496	Drug Court Case Manager			58,572.00	0.00	0.00	0.00	58,572.00	0.00
1/15/2016	salary	LD	0148101		400.00				
1/31/2016	salary	LD	0148101		4,881.00				
1/31/2016	salary	LD	0148101		-400.00				
2/15/2016	salary	LD	0148101		400.00				
2/29/2016	salary	LD	0148101		4,881.00				
2/29/2016	salary	LD	0148101		-400.00				
3/15/2016	salary	LD	0148101		400.00				
3/31/2016	salary	LD	0148101		4,881.00				
3/31/2016	salary	LD	0148101		-400.00				
4/15/2016	salary	LD	0148101		400.00				
4/30/2016	salary	LD	0148101		4,881.00				
4/30/2016	salary	LD	0148101		-400.00				
5/15/2016	salary	LD	0148101		400.00				
5/31/2016	salary	LD	0148101		4,881.00				
5/31/2016	salary	LD	0148101		-400.00				
6/15/2016	salary	LD	0148101		* 400.00				
6/30/2016	salary	LD	0148101		1,423.77				
7/31/2016	salary	LD	0148101		3,084.85				
8/31/2016	salary	LD	0148101		3,084.84				
9/30/2016	salary	LD	0148101		3,084.84				
10/31/2016	salary	LD	0148101		3,084.84				
00000.512.213.1498	Drug Court Case Manager			58,572.00	38,568.14	38,568.14	0.00	20,003.86	65.85
00000.512.213.1536	Drug Court Coordinator			0.00	0.00	0.00	0.00	0.00	0.00
4/22/2016	ba	BA	04-10	41,360.00					
6/30/2016	salary	LD	0148101		4,239.40				

Bi Co. Res. 2016-474
January - May 2016 7C 26.67% / BC 73.33%
June - Dec. 2016 7C 18% / BC 82%
SEE "NOTE" attached to packet
#6508.81 7C Share - move to CE 0000.101.138.00000.513.215.1496
* 400.00 (this person moved to #1536 ADC Coord. + $72 should be charged to current Exp 7C Share
1,423.77 hand line - accurate
accurate
accurate

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.1536 Drug Court Coordinator				(Continued)					
6/30/2016	salary	LD	0148101		* -328.00	accurate			
7/15/2016	salary	LD	0148101		328.00				
7/31/2016	salary	LD	0148101		4,239.41				
7/31/2016	salary	LD	0148101		-328.00				
8/15/2016	salary	LD	0148101		328.00				
8/31/2016	salary	LD	0148101		4,239.40	accurate			
8/31/2016	salary	LD	0148101		-328.00				
9/15/2016	salary	LD	0148101		328.00				
9/30/2016	salary	LD	0148101		4,239.40	accurate			
9/30/2016	salary	LD	0148101		-328.00				
10/15/2016	salary	LD	0148101		328.00				
10/31/2016	salary	LD	0148101		4,239.40	accurate			
10/31/2016	salary	LD	0148101		-328.00				
00000.512.213.1538 Drug Court Coordinator				41,360.00	20,869.01	20,869.01	0.00	20,490.99	50.46
00000.512.213.1542 Receptionist/Secretary				17,136.00	0.00	0.00	0.00	17,136.00	0.00
1/31/2016	salary	LD	0148101		1,201.25	*1815.82 fe share - move to :			
2/29/2016	salary	LD	0148101		1,379.50	CE 0000.101.138.00000.512.215.1542			
3/31/2016	salary	LD	0148101		1,488.00				
4/30/2016	salary	LD	0148101		1,240.00				
5/31/2016	salary	LD	0148101		1,499.74				
6/30/2016	salary	LD	0148101		1,190.33				
7/31/2016	salary	LD	0148101		1,052.22				
8/31/2016	salary	LD	0148101		1,328.43	accurate			
9/30/2016	salary	LD	0148101		1,016.05				
10/31/2016	salary	LD	0148101		1,124.56				
00000.512.213.1542 Receptionist/Secretary				17,136.00	12,520.08	12,520.08	0.00	4,615.92	73.06
Total SALARIES & WAGES				117,068.00	71,957.23	71,957.23	0.00	45,110.77	61.47
512.213.2000 BENEFITS									
00000.512.213.2102 Social Security (FICA)				4,480.00	0.00	0.00	0.00	4,480.00	0.00
1/15/2016	benefits	LD	0148101		30.60				
1/31/2016	benefits	LD	0148101		430.50	continue on next page for total cost			

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.2102 Social Security (FICA)				(Continued)		(previous page included)			
2/15/2016	benefits	LD	0148101		30.60				
2/29/2016	benefits	LD	0148101		444.13				
3/15/2016	benefits	LD	0148101		30.60				
3/31/2016	benefits	LD	0148101		462.44				
4/15/2016	benefits	LD	0148101		30.60				
4/22/2016	ba	BA	04-10	4,475.00					
4/30/2016	benefits	LD	0148101		433.46				
5/15/2016	benefits	LD	0148101		30.60				
5/31/2016	benefits	LD	0148101		453.33				
6/15/2016	benefits	LD	0148101		30.60				
6/30/2016	benefits	LD	0148101		487.32				
7/15/2016	benefits	LD	0148101		25.10				
7/31/2016	benefits	LD	0148101		598.66				
8/15/2016	benefits	LD	0148101		25.10				
8/31/2016	benefits	LD	0148101		619.79				
9/15/2016	benefits	LD	0148101		25.10				
9/30/2016	benefits	LD	0148101		595.88				
10/15/2016	benefits	LD	0148101		25.10				
10/31/2016	benefits	LD	0148101		604.21				
00000.512.213.2102 Social Security (FICA)				8,955.00	5,403.72	5,403.72	0.00	3,551.28	60.34
00000.512.213.2103 Medical Insurance				12,299.00	0.00	0.00	0.00	12,299.00	0.00
1/31/2016	benefits	LD	0148101		1,212.06				
2/29/2016	benefits	LD	0148101		1,212.06				
3/31/2016	benefits	LD	0148101		1,212.06				
4/22/2016	ba	BA	04-10	13,364.00					
4/30/2016	benefits	LD	0148101		1,212.06				
5/31/2016	benefits	LD	0148101		1,212.06				
6/30/2016	benefits	LD	0148101		2,083.70				
7/31/2016	benefits	LD	0148101		2,083.70				
8/31/2016	benefits	LD	0148101		2,083.70				
9/30/2016	benefits	LD	0148101		2,083.70				

$639.40 7C share - move to CE 0000.101.138.00000.512.215.2102

accurate

$1616.28 7C share - move to CE 0000.101.135.00000.512.215.2103

accurate

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number					Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.2103	Medical Insurance				(Continued)					
10/31/2016	benefits	LD	0148101			2,083.70	accurate			
00000.512.213.2103	Medical Insurance				25,663.00	16,478.80	16,478.80	0.00	9,184.20	64.21
00000.512.213.2104	Retirement				8,464.00	0.00	0.00	0.00	8,464.00	0.00
1/31/2016	benefits	LD	0148101			680.00				
2/29/2016	benefits	LD	0148101			699.93				
3/31/2016	benefits	LD	0148101			712.06	$930.70 7e share - move to			
4/22/2016	ba	BA	04-10		4,624.00		CE 0000.101.138.00000.512.215.2104			
4/30/2016	benefits	LD	0148101			684.33				
5/31/2016	benefits	LD	0148101			713.37				
6/30/2016	benefits	LD	0148101			766.23				
7/31/2016	benefits	LD	0148101			936.51				
8/31/2016	benefits	LD	0148101			967.36	accurate			
9/30/2016	benefits	LD	0148101			932.44				
10/31/2016	benefits	LD	0148101			944.58				
00000.512.213.2104	Retirement				13,088.00	8,036.81	8,036.81	0.00	5,051.19	61.41
Total BENEFITS					47,706.00	29,919.33	29,919.33	0.00	17,786.67	62.72
512.213.3000	SUPPLIES									
00000.512.213.3101	Supplies				3,000.00	0.00	0.00	0.00	3,000.00	0.00
3/11/2016	inv	IN	313902			59.95				
Vendor:	598260	LYNN PEAVEY COMPANY		Check # 316						
4/1/2016	inv	IN	3295881866			33.77				
Vendor:	871234	STAPLES ADVANTAGE		Check # 137403						
4/11/2016	inv	IN	544143			10.59				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 416			# 31.56 included in total on next page			
4/11/2016	use tax	IN	544143			0.91				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 0						
4/11/2016	inv	IN	547724			12.06				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 416						
4/11/2016	use tax	IN	547724			1.04				
Vendor:	760885	REDWOOD TOXICOLOGY LABORATORY		Check # 0						

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.3101 Supplies				(Continued)					
4/11/2016 inv		IN SC receipt			36.35				
Vendor: 701187		OFFICE DEPOT		Check # 416					
4/22/2016 ba		BA 04-10		1,500.00					
6/10/2016 inv		IN 555256			792.05				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 616					
6/10/2016 use tax		IN 555256			68.12				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 0					
7/11/2016 inv		IN 558668			7.71				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 716					
7/11/2016 use tax		IN 558668			0.67				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY		Check # 0					
7/11/2016 inv		IN 7157787392			58.07				
Vendor: 871234		STAPLES ADVANTAGE		Check # 716					
8/5/2016 inv		IN 3308309189			20.57				
Vendor: 871234		STAPLES ADVANTAGE		Check # 143325					
8/19/2016 inv		IN 320991			79.03				
Vendor: 598260		LYNN PEAVEY COMPANY		Check # 144208					
8/26/2016 inv		IN SC			23.16				
Vendor: 147830		B C SUPERIOR COURT PETTY CASH		Check # 144662					
8/26/2016 inv		IN 3310564567			53.78				
Vendor: 871234		STAPLES ADVANTAGE		Check # 144751					
9/30/2016 inv		IN 3313543931			5.21				
Vendor: 871234		STAPLES ADVANTAGE		Check # 146215					
10/11/2016 inv		IN SC			23.45				
Vendor: 733490		PILLCATCHER.COM,THE		Check # 1016					
10/11/2016 use tax		IN SC			2.02				
Vendor: 733490		PILLCATCHER.COM,THE		Check # 0					
00000.512.213.3101 Supplies				4,500.00	1,288.51	1,288.51	0.00	3,211.49	28.63
Total SUPPLIES				4,500.00	1,288.51	1,288.51	0.00	3,211.49	28.63
512.213.4000 Services									
00000.512.213.4102 Contract Services				8,000.00	0.00	0.00	0.00	8,000.00	0.00

(previous page included in total)
$41.25.7C Share – move to CE 0000.101.138.00000.512.215.3101

accurate

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4102	Contract Services			(Continued)					
3/11/2016	inv		IN 013649201512		206.00				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 316					
4/11/2016	Inv		IN 01364920161		266.50				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 416					
4/11/2016	inv		IN 01364920162		404.50				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 416					
4/22/2016	ba		BA 04-10	2,000.00					
6/10/2016	inv		IN 01364920164		247.12				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 616					
7/11/2016	Inv		IN 01364920165		172.51				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 716					
7/29/2016	inv		IN 01364920166		272.24				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 143190					
8/19/2016	Inv		IN 01364920167		281.88				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 144248					
9/30/2016	inv		IN 01364920168		298.68				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 146205					
10/21/2016	Inv		IN 01364920169		298.09				
	Vendor:	760880	REDWOOD TOXICOLOGY LAB INC	Check # 147204					
00000.512.213.4102	Contract Services			10,000.00	2,447.52	2,447.52	0.00	7,552.48	24.48
00000.512.213.4103	Professional Services			2,500.00	0.00	0.00	0.00	2,500.00	0.00
2/19/2016	inv		IN SC		600.00				
	Vendor:	115027	ARMIJO, ANA	Check # 134947					
3/18/2016	inv		IN SC		500.00				
	Vendor:	115027	ARMIJO, ANA	Check # 136448					
4/11/2016	inv		IN 16-192, 268, 336		33.72				
	Vendor:	189950	BUDGET PRINT CENTER, INC	Check # 416					
4/15/2016	inv		IN SC		350.00				
	Vendor:	115027	ARMIJO, ANA	Check # 137916					
4/22/2016	ba		BA 04-10	9,500.00					
5/20/2016	inv		IN SC		219.99				
	Vendor:	115027	ARMIJO, ANA	Check # 139506					

$233,90 7c share - move to CE 0000.101.138.00000.512.215.4102

accurate

$395.71 7c share - move to CE 0000.101.138.00000.512.215.4103

accurate

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4103	Professional Services			(Continued)					
5/20/2016	Inv		IN SC		73.33				
	Vendor:	235498	COLUMBIA BASIN INTERPRETING /, TRANSLAT	Check # 139547					
6/17/2016	Inv		IN SC		219.99				
	Vendor:	115027	ARMIJO, ANA	Check # 140903					
7/22/2016	Inv		IN SC		328.00				
	Vendor:	115027	ARMIJO, ANA	Check # 142685					
8/19/2016	Inv		IN SC		574.00				
	Vendor:	115027	ARMIJO, ANA	Check # 144117					
9/16/2016	Inv		IN SC		574.00				
	Vendor:	115027	ARMIJO, ANA	Check # 145500					
00000.512.213.4103	Professional Services			12,000.00	3,473.03	3,473.03	0.00	8,526.97	28.94
00000.512.213.4163	Superior Court Indigent Defense			24,720.00	0.00	0.00	0.00	24,720.00	0.00
1/22/2016	Inv		IN Monthly Compensation		2,060.00				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 133744					
2/19/2016	Inv		IN Monthly Compensation		2,060.00				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 135009					
3/25/2016	Inv		IN Monthly Compensation		2,060.00				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 137084					
4/22/2016	ba		BA 04-10	16,480.00					
4/22/2016	Inv		IN Monthly Compensation		2,060.00				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 138335					
5/27/2016	Inv		IN Monthly Compensation		1,510.60				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 140004					
6/24/2016	Inv		IN Monthly Compensation		1,689.20				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 141418					
8/26/2016	Inv		IN Monthly Compensation		3,387.56				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 144704					
8/26/2016	Inv		IN Monthly Compensation		3,387.56				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 144704					
9/30/2016	Inv		IN Monthly Compensation		3,387.56				
	Vendor:	493272	JOHNSON & ORR, PS	Check # 146170					

accurate

$2197.61 7C share - move to CE 0000.101.138.00000.512.215.4163

accurate

accurate

Accurate July 1, 2016 BiCo. Office of Public Defense split. Each county pays for their own defense attn

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4163	Superior Court Indigent Defense			(Continued)					
10/21/2016	Inv		IN Monthly Compensation		3,387.56	Accurate			
Vendor:	493272	JOHNSON & ORR, PS		Check # 147160					
00000.512.213.4163	Superior Court Indigent Defense			41,200.00	24,990.04	24,990.04	0.00	16,209.96	60.66
00000.512.213.4190	Interfund Professional Services			2,318.00	0.00	0.00	0.00	2,318.00	0.00
4/22/2016	ba		BA 04-10	3,593.00					
4/22/2016	ba		BA 04-10	4,952.00					
6/24/2016	Inv		IN SC		617.46				
Vendor:	147777	B C PROSECUTING ATTORNEY		Check # 6241602					
7/22/2016	Inv		IN SC		617.46				
Vendor:	147777	B C PROSECUTING ATTORNEY		Check # 7221605					
8/19/2016	Inv		IN SC		617.46				
Vendor:	147777	B C PROSECUTING ATTORNEY		Check # 8191604					
9/16/2016	Inv		IN SC		617.46				
Vendor:	147777	B C PROSECUTING ATTORNEY		Check # 9161605					
10/14/2016	Inv		IN SC		617.46				
Vendor:	147777	B C PROSECUTING ATTORNEY		Check # 10141601					
00000.512.213.4190	Interfund Professional Services			10,863.00	3,087.30	3,087.30	0.00	7,775.70	28.42
00000.512.213.4191	Central Services - Admin Services			1,769.00	0.00	0.00	0.00	1,769.00	0.00
8/19/2016	Inv		IN 7th Qtr 1015/16		364.00				
Vendor:	147790	B C CENTRAL SERVICES		Check # 8191605					
10/21/2016	Inv		IN 8th Qtr 1015/16		364.00	accurate			
Vendor:	147790	B C CENTRAL SERVICES		Check # 10211606					
00000.512.213.4191	Central Services - Admin Services			1,769.00	728.00	728.00	0.00	1,041.00	41.15
00000.512.213.4301	Travel			0.00	0.00	0.00	0.00	0.00	0.00
4/22/2016	ba		BA 04-10	1,500.00					
00000.512.213.4301	Travel			1,500.00	0.00	0.00	0.00	1,500.00	0.00
00000.512.213.4503	Rentals-Office Equipment			0.00	0.00	0.00	0.00	0.00	0.00
00000.512.213.4696	Workman's Comp			593.00	0.00	0.00	0.00	593.00	0.00
4/22/2016	ba		BA 04-10	303.00					
8/19/2016	Inv		IN Q1 AND Q2		200.40	accurate			
Vendor:	147843	B C WORKMANS COMP		Check # 8191606					

accurate (BC Pros. Atty. Reimb. began in June 2016 with the 45 person ADC)

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0148101 PUBLIC SAFETY TAX FUND
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.213.4696	Workman's Comp			896.00	200.40	200.40	0.00	695.60	22.37
00000.512.213.4697	Insurance Management			897.00	0.00	0.00	0.00	897.00	0.00
4/22/2016	ba	BA	04-10	1,570.00					
8/19/2016	inv	IN	Q1 and Q2 2016		305.08	Jan-June 2016 accurate			
Vendor:	147828	B C INSURANCE MANAGEMENT FUND		Check # 8191607					
00000.512.213.4697	Insurance Management			2,467.00	305.08	305.08	0.00	2,161.92	12.37
00000.512.213.4699	Accumulated Leave			1,325.00	0.00	0.00	0.00	1,325.00	0.00
4/22/2016	inv	IN	1ST QRTLY ASSESS		331.25				
Vendor:	147778	B C ACCUMULATED LEAVE FUND		Check # 4221609					
4/22/2016	ba	BA	04-10	724.00		accurate			
7/22/2016	inv	IN	2ND QTR ASSESS		265.35				
Vendor:	147778	B C ACCUMULATED LEAVE FUND		Check # 7221602					
10/21/2016	inv	IN	coaccumlv		265.35				
Vendor:	147778	B C ACCUMULATED LEAVE FUND		Check # 10211607					
00000.512.213.4699	Accumulated Leave			2,049.00	861.95	861.95	0.00	1,187.05	42.07
00000.512.213.4901	Association Dues			0.00	0.00	0.00	0.00	0.00	0.00
7/29/2016	inv	IN	SC		205.00	accurate			
Vendor:	939927	W A D C, %KELLI FRAZIER		Check # 143210					
00000.512.213.4901	Association Dues			0.00	205.00	205.00	0.00	-205.00	0.00
00000.512.213.4905	Training			0.00	0.00	0.00	0.00	0.00	0.00
4/22/2016	ba	BA	04-10	2,000.00					
00000.512.213.4905	Training			2,000.00	0.00	0.00	0.00	2,000.00	0.00
Total Services				84,744.00	36,298.32	36,298.32	0.00	48,445.68	42.83
Total PUBLIC SAFETY TAX FUND				254,018.00	139,463.39	139,463.39	0.00	114,554.61	54.90
Grand Total				254,018.00	139,463.39	139,463.39	0.00	114,554.61	54.90

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE FC Share of "ADC"
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
512	JUDICIAL ACTIVITIES								
512.200	Courts								
512.215	Franklin County -Adult Drug Court								
512.215.1000	SALARIES & WAGES								
00000.512.215.1496	Drug Court Case Manager			0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	15,619.00					
6/29/2016	ba	BA	06-12	-6,600.00					
6/30/2016	salary	LD	0000101		312.54				
7/31/2016	salary	LD	0000101		677.15				
8/31/2016	salary	LD	0000101		677.16				
9/30/2016	salary	LD	0000101		677.16				
10/31/2016	salary	LD	0000101		677.16				
00000.512.215.1496	Drug Court Case Manager			9,019.00	3,021.17	3,021.17	0.00	5,997.83	33.50
00000.512.215.1536	Drug Court Coordinator			0.00	0.00	0.00	0.00	0.00	0.00
6/29/2016	ba	BA	06-12	6,600.00					
6/30/2016	salary	LD	0000101		930.60				
6/30/2016	salary	LD	0000101		-72.00				
7/15/2016	salary	LD	0000101		72.00				
7/31/2016	salary	LD	0000101		930.59				
7/31/2016	salary	LD	0000101		-72.00				
8/15/2016	salary	LD	0000101		72.00				
8/31/2016	salary	LD	0000101		930.60				
8/31/2016	salary	LD	0000101		-72.00				
9/15/2016	salary	LD	0000101		72.00				
9/30/2016	salary	LD	0000101		930.60				
9/30/2016	salary	LD	0000101		-72.00				
10/15/2016	salary	LD	0000101		72.00				
10/31/2016	salary	LD	0000101		930.60				
10/31/2016	salary	LD	0000101		-72.00				
00000.512.215.1536	Drug Court Coordinator			6,600.00	4,580.99	4,580.99	0.00	2,019.01	69.41

accurate

accurate (transfer of 72.00 to be applied to 1496 from PST)

accurate

accurate

accurate

accurate

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.1542	Receptionist/Secretary			(Continued)					
00000.512.215.1542	Receptionist/Secretary			0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	4,570.00					
6/30/2016	salary	LD	0000101		281.29				
7/31/2016	salary	LD	0000101		230.98				
8/31/2016	salary	LD	0000101		291.61				
9/30/2016	salary	LD	0000101		223.04				
10/31/2016	salary	LD	0000101		246.86				
00000.512.215.1542	Receptionist/Secretary			4,570.00	1,253.78	1,253.78	0.00	3,316.22	27.44
Total SALARIES & WAGES				20,189.00	8,855.94	8,855.94	0.00	11,333.06	43.87
512.215.2000	BENEFITS								
00000.512.215.2102	Social Security (FICA)			0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	1,195.00					
6/30/2016	benefits	LD	0000101		106.89				
7/15/2016	benefits	LD	0000101		5.50				
7/31/2016	benefits	LD	0000101		131.43				
8/15/2016	benefits	LD	0000101		5.50				
8/31/2016	benefits	LD	0000101		136.06				
9/15/2016	benefits	LD	0000101		5.50				
9/30/2016	benefits	LD	0000101		130.83				
10/15/2016	benefits	LD	0000101		5.50				
10/31/2016	benefits	LD	0000101		132.63				
00000.512.215.2102	Social Security (FICA)			1,195.00	659.94	659.94	0.00	535.06	55.23
00000.512.215.2103	Medical Insurance			0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA	04-01	3,280.00					
6/30/2016	benefits	LD	0000101		457.42				
7/31/2016	benefits	LD	0000101		457.42				
8/31/2016	benefits	LD	0000101		457.42				
9/30/2016	benefits	LD	0000101		457.42				
10/31/2016	benefits	LD	0000101		457.42				
00000.512.215.2103	Medical Insurance			3,280.00	2,287.10	2,287.10	0.00	992.90	69.73
00000.512.215.2104	Retirement			0.00	0.00	0.00	0.00	0.00	0.00

accurate

accurate

accurate

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.2104 Retirement				(Continued)					
4/8/2016	ba	BA 04-01		2,257.00					
6/30/2016	benefits	LD 0000101			168.19				
7/31/2016	benefits	LD 0000101			205.65				
8/31/2016	benefits	LD 0000101			212.36				
9/30/2016	benefits	LD 0000101			204.69				
10/31/2016	benefits	LD 0000101			207.35				
00000.512.215.2104 Retirement				2,257.00	998.14	998.14	0.00	1,258.86	44.22
Total BENEFITS				6,732.00	3,945.18	3,945.18	0.00	2,786.82	58.60
512.215.3000 SUPPLIES									
00000.512.215.3101 Supplies				0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016	ba	BA 03-02		800.00					
6/10/2016	inv	IN 555256			288.07				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 616						
6/10/2016	use tax	IN 555256			24.77				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 0						
7/11/2016	inv	IN 556668			2.81				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 716						
7/11/2016	use tax	IN 556668			0.24				
Vendor: 760885		REDWOOD TOXICOLOGY LABORATORY	Check # 0						
7/11/2016	inv	IN 7157787392			12.75				
Vendor: 871234		STAPLES ADVANTAGE	Check # 716						
8/5/2016	inv	IN 3308309189			4.61				
Vendor: 871234		STAPLES ADVANTAGE	Check # 143325						
8/19/2016	inv	IN 320991			17.35				
Vendor: 598260		LYNN PEAVEY COMPANY	Check # 144208						
8/26/2016	inv	IN SC			5.08				
Vendor: 147830		B C SUPERIOR COURT PETTY CASH	Check # 144662						
8/26/2016	inv	IN 3310564567			11.80				
Vendor: 871234		STAPLES ADVANTAGE	Check # 144751						
9/30/2016	inv	IN 3313543931			1.15				
Vendor: 871234		STAPLES ADVANTAGE	Check # 146215						

accurate

accurate
(26.67% rate due to date of service)

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number				Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.3101	Supplies			(Continued)					
10/11/2016	Inv		IN SC		5.15				
Vendor:	733490	PILLCATCHER.COM,THE		Check # 1016					
10/11/2016	use tax		IN SC		0.44				
Vendor:	733490	PILLCATCHER.COM,THE		Check # 0					
				800.00	374.12	374.12	0.00	425.88	46.77
00000.512.215.3101	Supplies			800.00	374.12	374.12	0.00	425.88	46.77
Total SUPPLIES									
512.215.4000	Services								
00000.512.215.4102	Contract Services			0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016	ba		BA 03-02	2,133.00					
6/10/2016	Inv		IN 01364920164		89.88				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 616					
7/11/2016	Inv		IN 01364920165		62.74				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 716					
7/29/2016	Inv		IN 01364920166		59.76				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 143190					
8/19/2016	Inv		IN 01364920167		61.87				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 144248					
9/30/2016	Inv		IN 01364920168		65.57				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 146205					
10/21/2016	Inv		IN 01364920169		65.43				
Vendor:	760880	REDWOOD TOXICOLOGY LAB INC		Check # 147204					
00000.512.215.4102	Contract Services			2,133.00	405.25	405.25	0.00	1,727.75	19.00
00000.512.215.4103	Professional Services			0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016	ba		BA 03-02	667.00					
5/20/2016	Inv		IN SC		80.01				
Vendor:	115027	ARMIJO, ANA		Check # 139506					
6/20/2016	Inv		IN SC		26.67				
Vendor:	235498	COLUMBIA BASIN INTERPRETING /, TRANSLAT		Check # 139547					
6/17/2016	Inv		IN SC		80.01				
Vendor:	115027	ARMIJO, ANA		Check # 140903					
7/22/2016	Inv		IN SC		72.00				
Vendor:	115027	ARMIJO, ANA		Check # 142685					

accurate.

accurate
(26.67% due to date of service)

accurate

accurate
(26.67% due to date of service)

accurate

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number			Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.4103	Professional Services		(Continued)					
8/19/2016	Inv	IN SC		126.00				
Vendor:	115027	ARMIJO, ANA	Check # 144117	126.00	accurate			
9/16/2016	Inv	IN SC						
Vendor:	115027	ARMIJO, ANA	Check # 145500					
00000.512.215.4103	Professional Services		667.00	510.69	510.69	0.00	156.31	76.57
00000.512.215.4163	Superior Court Indigent Defense		0.00	0.00	0.00	0.00	0.00	0.00
3/15/2016	ba	BA 03-02	6,592.00					
5/27/2016	Inv	IN Monthly Compensation		549.40	accurate (26.67% due to date of service)			
Vendor:	493272	JOHNSON & ORR, PS	Check # 140004					
6/24/2016	Inv	IN Monthly Compensation		370.80	accurate			
Vendor:	493272	JOHNSON & ORR, PS	Check # 141418					
00000.512.215.4163	Superior Court Indigent Defense		6,592.00	920.20	920.20	0.00	5,671.80	13.96
00000.512.215.4190	Interfund Professional Services		0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA 04-01	618.00					
6/24/2016	Inv	IN SC		135.54				
Vendor:	147777	B C PROSECUTING ATTORNEY	Check # 6241602	135.54				
7/22/2016	Inv	IN SC						
Vendor:	147777	B C PROSECUTING ATTORNEY	Check # 7221605	135.54	accurate			
8/19/2016	Inv	IN SC						
Vendor:	147777	B C PROSECUTING ATTORNEY	Check # 8191604	135.54				
9/16/2016	Inv	IN SC						
Vendor:	147777	B C PROSECUTING ATTORNEY	Check # 9161605	135.54				
10/14/2016	Inv	IN SC						
Vendor:	147777	B C PROSECUTING ATTORNEY	Check # 10141601					
00000.512.215.4190	Interfund Professional Services		618.00	677.70	677.70	0.00	-59.70	109.66
00000.512.215.4191	Central Services - Admin Services		0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016	ba	BA 04-01	472.00					
8/19/2016	Inv	IN 7th Qtr 1015/16		80.00				
Vendor:	147790	B C CENTRAL SERVICES	Check # 8191605	80.00	accurate			
10/21/2016	Inv	IN 8th Qtr 1015/16						
Vendor:	147790	B C CENTRAL SERVICES	Check # 10211606					
00000.512.215.4191	Central Services - Admin Services		472.00	160.00	160.00	0.00	312.00	33.90

Expenditure Detail Report

BENTON COUNTY
01/01/2016 through 10/31/2016

0000101 CURRENT EXPENSE
138 Adult & Juvenile Drug Court

Account Number			Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
00000.512.215.4503	Rentals-Office Equipment		0.00	0.00	0.00	0.00	0.00	0.00
00000.512.215.4696	Workman's Comp		0.00	0.00	0.00	0.00	0.00	0.00
4/9/2016 ba	BA 04-01		158.00					
8/19/2016 Inv	IN Q1 AND Q2			67.60				
Vendor: 147843	B C WORKMANS COMP	Check # 8191606	158.00	67.60	67.60	0.00	90.40	42.78
00000.512.215.4696	Workman's Comp		0.00	0.00	0.00	0.00	0.00	0.00
00000.512.215.4697	Insurance Management		239.00					
4/9/2016 ba	BA 04-01			102.92	accurate (Jan - June 2016)			
8/19/2016 Inv	IN Q1 and Q2 2016							
Vendor: 147828	B C INSURANCE MANAGEMENT FUND	Check # 8191607	239.00	102.92	102.92	0.00	136.08	43.06
00000.512.215.4697	Insurance Management		0.00	0.00	0.00	0.00	0.00	0.00
00000.512.215.4699	Accumulated Leave		353.00					
4/9/2016 ba	BA 04-01			17.20				
7/22/2016 Inv	IN 2ND QTR ASSESS				> accurate			
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 7221602		17.20				
10/21/2016 Inv	IN coaccumiv							
Vendor: 147778	B C ACCUMULATED LEAVE FUND	Check # 10211607	353.00	34.40	34.40	0.00	318.60	9.75
00000.512.215.4699	Accumulated Leave		0.00	0.00	0.00	0.00	0.00	0.00
00000.512.215.4901	Association Dues			45.00	accurate			
7/29/2016 Inv	IN SC							
Vendor: 939927	W A D C, %KELLI FRAZIER	Check # 143210	0.00	45.00	45.00	0.00	-45.00	0.00
00000.512.215.4901	Association Dues		11,232.00	2,923.76	2,923.76	0.00	8,308.24	26.03
Total Services			38,953.00	16,099.00	16,099.00	0.00	22,854.00	41.33
Total CURRENT EXPENSE								
Grand Total			38,953.00	16,099.00	16,099.00	0.00	22,854.00	41.33

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2016 474

FRANKLIN COUNTY RESOLUTION 2016 222

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES WASHINGTON

APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF ADULT DRUG COURT AND JUVENILE DRUG COURT PROGRAM COSTS

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Boards of Benton and Franklin County Commissioners desire to enter into a *Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile* Drug Court Programs;

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

BE IT FURTHER RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding shall be effective as of January 1, 2016 and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding.

Dated this 14 day of, of June, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

ATTEST :

Clerk of the Board

Dated this 25 day of MAY, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Franklin County, Washington

ATTEST:

Clerk of the Board

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES REGARDING ADULT DRUG COURT AND JUVENILE DRUG COURT PROGRAM COSTS

WHEREAS, the Boards of Benton and Franklin County desire to enter into a Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile Drug Court Programs; and

WHEREAS, both Boards of County Commissioners mutually agree on a participant funding formula for the Adult Drug Court and the Juvenile Drug Court Programs; and

IT IS HEREBY MUTUALLY AGREED by all parties that no later than January 31st of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formulas:

1. All costs associated with the Adult Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

2. All costs associated with the Juvenile Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a seven point five percent (7.5%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall commence on January 1, 2016 and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30th. Any written notice received after June 30th in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

Dated this 14 day of, of June, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

ATTEST :

Clerk of the Board

Dated this 25 day of MAY, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Franklin County, Washington

ATTEST:

Clerk of the Board

Pat Austin

From: Pat Austin
Sent: Thursday, June 16, 2016 11:38 AM
To: Payroll; Personnel
Subject: PAFs for Marshall Pickett and Kylie Barada
Attachments: Barada PAF accting funds 060116.pdf; Pickett paf coord position060116.pdf

Please find attached Personnel Action Forms for Marshall Pickett and Kylie Barada under our Adult Drug Court Program to be split by percentage between the Public Safety Tax Fund and the Current Expense Fund. As directed by Rosie, I have created the PAF effective June 1, 2016, for Kylie Barada to identify the proper accounting line items to charge her salary and benefits to based on the percentage Benton County and Franklin County are each responsible . I have done the same for Marshall Pickett, as well as process his promotion to Adult Drug Court Coordinator.

The Adult Drug Court Bi-County MOU with regard to cost allocation is found at Bi-County BC Resolution #2016-474. Under a 45 person drug court FC will have 8 participants which equals 18% and BC will have 37 participants which equals 82%. The 45 person Adult Drug Court went into effect June 1, 2106.

Pat

Patricia Austin
Superior Court Administrator
Benton & Franklin Counties
7122 W. Okanogan Place, Building A
Kennewick, WA 99336
(509)736-3071 Ext. 3318
pat.austin@co.benton.wa.us

CONFIDENTIALITY STATEMENT
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☐ Addition to Payroll
☐ Position Change _____ (Specify)
☐ Removal from Payroll
☒ Other Identify proper accounting line items (Specify)

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

EFFECTIVE DATE 06/01/2016

NAME Kylie Barada SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE ☐ FEMALE ☒ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY
NAME _____ TELEPHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
RELATIONSHIP _____

EMPLOYMENT TYPE

☐ A. REGULAR FULL TIME ☐ B. TEMP. FULL TIME ☒ C. REGULAR PART TIME ☐ D. TEMP PART TIME ☐ E. PROVISIONAL
☐ F. INTERMITTENT ☐ G. APPOINTIVE-SUPER ☐ H. APPOINTIVE-NON SUPER ☐ I. ELECTED OFFICIAL ☐ J. OTHER

PAY CODE ☐ EXEMPT ■ NON-EXEMPT

SALARY $16.04/hr GRADE 4 STEP D POSITION Adult Drug Court Secretary

FUND # See Comment Section FUND NAME See Comment Section DEPT. 138 DEPT. NAME Adult Drug Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: **See Comment Section**

UNION ☐ JUVENILE CLERICAL ☐ NON BARGAINING ☐ COURTHOUSE ☐ APPRAISERS ☐ SHERIFF CLERICAL ☐ SHERIFF MEDICAL ☐ JUVENILE DETENTION ☐ SHERIFF DEPUTIES ☐ CORRECTIONAL ☐ FACILITIES / PARKS ☐ ROAD DEPT. ☐ CRISIS ☐ BAILIFFS

RETIREMENT ☐ LEOFF I RETIREE ☐ PERS I ☐ PERS III ☐ NONE ☐ ☐ LEOFF II ☐ PERS II ☐ PSERS

INDUSTRIAL ☐ 0 - NONE (00-0) ☐ 3 - OUTSIDE (15-1) ☐ 4 - INSIDE (53-6) ☐ SHERIFFS/CORRECTIONS (69-5) ☐ SHERIFFS/RESERVES (69-6)

LOCATION ☐ KE/AN ☐ KE/CR ☐ KE/FG ☐ KE/JC ☐ KE/SP ☐ PR/AN ☐ PR/CH ☐ PR/SP ☐ _____ ☐ KE/CO ☐ KE/HS ☐ KE/FS ☐ KE/JJ ☐ KE/PK ☐ PR/CE ☐ PR/NW ☐ RI/AU

JOB CATEGORY ☐ 00-NOT REPORTED ☐ 01-OFFICIALS/ADMIN. ☐ PROFESSIONALS ☐ 03-TECHNICIANS ☐ 04-PROTECTIVE SERVICES ☐ 05-ADMIN. SUPPORT ☐ 07-PARA PROFESSIONALS ☐ 08-SERVICE/MAINTENANCE ☐ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 Salaries & Benefits for this position should be charged as follows: 82% - Benton County\'s share of the adult drug court secretary, is to be charged to Public Safety Fund 0148101.138.00000.512.213.1542, and corresponding benefit line items. 18% - Franklin County\'s share of the adult drug court secretary, is to be charged to Current Expense 0000101.138.00000.512.215.1542 and corresponding benefit line items. (Benefits for this position are social security, medicare and retirement)

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL ☐ QUIT ☐ RETIRED ☐ APPROVED RESIGNATION ☐ DECEASED ☐ WORKERS COMP. ☐ DISCHARGE ☐ WORK LAY OFF ☐ END OF SEASON ☐ MILITARY

LEAVE ☐ SICK ☐ LEAVE W/O PAY ☐ LEAVE OF ABSENCE ☐ FMLA ☐ WORKERS COMP LEAVE ☐ PREGNANCY LEAVE ☐ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL

~~ELECTED OFFICIAL~~ OR DEPARTMENT DIRECTOR/MANAGER DATE
Patricia Amati 6/16/16

EMPLOYEE NAME DATE
Kylie Barada

PROCESSED

PAYROLL OFFICER DATE

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

■ Addition to Payroll
□ Position Change _____ (Specify)
□ Removal from Payroll
□ Other _____ (Specify)

EFFECTIVE DATE 06/20/2016

NAME Jennifer L. Webb SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE □ FEMALE ■ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY NAME _____ TELEPHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

RELATIONSHIP _____

EMPLOYMENT TYPE

■ A. REGULAR FULL TIME □ B. TEMP. FULL TIME □ C. REGULAR PART TIME □ D. TEMP PART TIME □ E. PROVISIONAL
□ F. INTERMITTENT □ G. APPOINTIVE-SUPER □ H. APPOINTIVE-NON SUPER □ I. ELECTED OFFICIAL □ J. OTHER

PAY CODE □ EXEMPT ■ NON-EXEMPT

SALARY $3,762.00/mo. GRADE 12 STEP A POSITION Adult Drug Court Case Manager

FUND # See Comment Section FUND NAME See Comment Section DEPT. See Comment Section DEPT. NAME Adult Drug Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: See Comment Section

UNION □ JUVENILE CLERICAL □ NON BARGAINING □ COURTHOUSE □ APPRAISERS □ SHERIFF CLERICAL □ SHERIFF MEDICAL □ JUVENILE DETENTION □ SHERIFF DEPUTIES □ CORRECTIONAL □ FACILITIES / PARKS □ ROAD DEPT. □ CRISIS □ BAILIFFS

RETIREMENT □ LEOFF I RETIREE □ PERS I □ PERS III □ NONE □ □ LEOFF II □ PERS II □ PSERS

INDUSTRIAL □ 0 - NONE (00-0) □ 3 - OUTSIDE (15-1) □ 4 - INSIDE (53-6) □ SHERIFFS/CORRECTIONS (69-5) □ SHERIFFS/RESERVES (69-6)

LOCATION □ KE/AN □ KE/CR □ KE/FG □ KE/JC □ KE/SP □ PR/AN □ PR/CH □ PR/SP □ _____ □ KE/CO □ KE/HS □ KE/FS □ KE/JJ □ KE/PK □ PR/CE □ PR/NW □ RI/AU

JOB CATEGORY □ 00-NOT REPORTED □ 01-OFFICIALS/ADMIN. □ PROFESSIONALS □ 03-TECHNICIANS □ 04-PROTECTIVE SERVICES □ 05-ADMIN. SUPPORT □ 07-PARA PROFESSIONALS □ 08-SERVICE/MAINTENANCE □ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 Salaries & Benefits for this position should be charged as follows: 82% - Benton County\'s share of the adult drug court case manager, is to be charged to Public Safety Tax Fund 0148101.138.00000.512.213.~~1542~~, and corresponding benefit line items. 18% - Franklin County\'s share of the adult drug court case manager, is to be charged to Current Expense 0000101.138.00000.512.215.~~1542~~ and corresponding benefit line items. (Benefits for this position are social security, medicare, retirement, medical insurance, VEBA and accumulated leave.) Ms. Webb is filling the position vacated by Marshall Pickett.

1496 GR 6/27/16

1496 GR 6/27/16

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL □ QUIT □ RETIRED □ APPROVED RESIGNATION □ DECEASED □ WORKERS COMP. □ DISCHARGE □ WORK LAY OFF □ END OF SEASON □ MILITARY

LEAVE □ SICK □ LEAVE W/O PAY □ LEAVE OF ABSENCE □ FMLA □ WORKERS COMP LEAVE □ PREGNANCY LEAVE □ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL

ELECTED OFFICIAL OR DEPARTMENT DIRECTOR/MANAGER DATE

Patricia Austin 6/20/16

EMPLOYEE NAME DATE

Jennifer Webb

PROCESSED

PAYROLL OFFICER DATE

BENTON COUNTY
MASTER PERSONNEL ACTION FORM

☐ Addition to Payroll
■ Position Change Promotion to Adult Drug Court Coordinator (Specify)
☐ Removal from Payroll
☐ Other _____ (Specify)

EFFECTIVE DATE 06/01/2016

NAME Marshall Pickett SS# [redacted]

HOME ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

MALE ■ FEMALE ☐ BIRTHDATE _____ BIRTH PLACE _____ TELEPHONE [redacted]

PERSON TO NOTIFY IN CASE OF EMERGENCY
NAME _____ TELEPHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
RELATIONSHIP _____

EMPLOYMENT TYPE

■ A. REGULAR FULL TIME ☐ B. TEMP. FULL TIME ☐ C. REGULAR PART TIME ☐ D. TEMP PART TIME ☐ E. PROVISIONAL
☐ F. INTERMITTENT ☐ G. APPOINTIVE-SUPER ☐ H. APPOINTIVE-NON SUPER ☐ I. ELECTED OFFICIAL ☐ J. OTHER

PAY CODE ■ EXEMPT ☐ NON-EXEMPT

SALARY $5,170.00/mo GRADE 16 STEP E POSITION Adult Drug Court Coordinator

FUND # See Comment Section FUND NAME See Comment Section DEPT. 138 DEPT. NAME Adult Drug Court

FULL ACCOUNTING NUMBER OF ELEMENT TO CHARGE BENEFITS TO: **See Comment Section**

UNION ☐ JUVENILE CLERICAL ☐ NON BARGAINING ☐ COURTHOUSE ☐ APPRAISERS ☐ SHERIFF CLERICAL ☐ SHERIFF MEDICAL ☐ JUVENILE DETENTION ☐ SHERIFF DEPUTIES ☐ CORRECTIONAL ☐ FACILITIES/PARKS ☐ ROAD DEPT. ☐ CRISIS ☐ BAILIFFS

RETIREMENT ☐ LEOFF I RETIREE ☐ PERS I ☐ PERS III ☐ NONE ☐ ☐ LEOFF II ☐ PERS II ☐ PSERS

INDUSTRIAL ☐ 0 - NONE (00-0) ☐ 3 - OUTSIDE (15-1) ☐ 4 - INSIDE (53-6) ☐ SHERIFFS/CORRECTIONS (69-5) ☐ SHERIFFS/RESERVES (69-6)

LOCATION ☐ KE/AN ☐ KE/CR ☐ KE/FG ☐ KE/IC ☐ KE/SP ☐ PR/AN ☐ PR/CH ☐ PR/SP ☐ _____ ☐ KE/CO ☐ KE/HS ☐ KE/FS ☐ KE/JJ ☐ KE/PK ☐ PR/CE ☐ PR/NW ☐ RI/AU

JOB CATEGORY ☐ 00-NOT REPORTED ☐ 01-OFFICIALS/ADMIN. ☐ PROFESSIONALS ☐ 03-TECHNICIANS ☐ 04-PROTECTIVE SERVICES ☐ 05-ADMIN. SUPPORT ☐ 07-PARA PROFESSIONALS ☐ 08-SERVICE/MAINTENANCE ☐ 09-SKILLED CRAFT

COMMENTS:
Effective June 1, 2016 Salaries & Benefits for this position should be charged as follows: 82% - Benton County\'s share of the adult drug court coordinator, is to be charged to Public Safety Fund 0148101.138.00000.512.213.1536, and corresponding benefit line items, 18% - Franklin County\'s share of the adult drug court coordinator, is to be charged to Current Expense 0000101.138.00000.512.215.1536 and corresponding benefit line items. (Benefits for this position are social security, medicare, retirement, medical insurance, VERA and accumulated leave)

VACATION HOURS CASHOUT 0 SICK HOURS CASHOUT 0 FINAL PAYCHECK _____

REMOVAL ☐ QUIT ☐ RETIRED ☐ APPROVED RESIGNATION ☐ DECEASED ☐ WORKERS COMP. ☐ DISCHARGE ☐ WORK LAY OFF ☐ END OF SEASON ☐ MILITARY

LEAVE ☐ SICK ☐ LEAVE W/O PAY ☐ LEAVE OF ABSENCE ☐ FMLA ☐ WORKERS COMP LEAVE ☐ PREGNANCY LEAVE ☐ ADMIN. LEAVE
DATE LEAVE STARTS _____ DATE LEAVE ENDS _____ LAST DAY WORKED _____ FULL PAY THROUGH _____

APPROVAL

~~ELECTED OFFICIAL~~ OR DEPARTMENT DIRECTOR/MANAGER DATE
Patricia Austin 6/16/16

EMPLOYEE NAME DATE
Marshall Pickett

PROCESSED

PAYROLL OFFICER DATE

RESOLUTION NO. 2016 989

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING BENTON COUNTY RESOLUTION NO. 2016-914 AND ADOPTING A NEW RESOLUTION REGARDING COUNTY FUNDS RE: CODING CORRECTIONS BETWEEN PUBLIC SAFETY TAX FUND NUMBERS 0148101.138.512.213.XXXX AND CURRENT EXPENSE FUND NUMBERS 0000101.138.512.215.XXXX.

WHEREAS, the Benton County Budget policy requires Board approval for coding corrections and fund transfers between funds; and

WHEREAS, Resolution No. 2016-914 was adopted on November 22, 2016 which contained typographical errors; and

WHEREAS, Resolution No. 2016-914 should be rescinded and replaced with a new resolution with the corrected line item numbers; and

WHEREAS, incorrect line item codes were used from January, 2016 through May, 2016 between the Public Safety Tax Fund numbers 0148101.138.512.213.XXXX and the Current Expense Fund numbers 0000101.138.512.215.XXXX and;

NOW THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners that Resolution No. 2016-914 is rescinded and the revised coding corrections and fund transfer shall be approved as outlined in Exhibit "A", attached hereto.

DATED this 6 day of Dec, 2016.

Shon Small, Chairman of the Board

Jim Beaver, Chairman Pro Tem

JEROME DELVIN - ABSENT

Jerome Delvin, Member

ORIGINAL

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Superior Court, Auditor

ORIGINAL

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

DEPARTMENT: Superior Court
FUND NUMBER: 0148.101 & 0000.101
FUND NAME: Public Safety Tax & Current Expense

TRANSFER FROM:		Public Safety Tax 0148.101.138		TRANSFER TO:	Current Expense Fund 0000.101.138		
BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT	BASE SUB 6 digit	LINE ITEM 4digit	LINE ITEM Name	AMOUNT
512.213	1496	Drug Court Case Mgr.	$6,508.81	512.215	1496	Drug Court Case Mgr.	$6,508.81
512.213	1542	Receptionist/Secretary	$1,815.82	512.215	1542	Receptionist/Secretary	$1,815.82
512.213	2102	Social Security	639.40	512.215	2102	Social Security	639.40
512.213	2103	Medical Insurance	1,616.28	512.215	2103	Medical Insurance	1,616.28
512.213	2104	Retirement	930.70	512.215	2104	Retirement	930.70
512.213	3101	Supplies	41.25	512.215	3101	Supplies	41.25
512.213	4102	Contract Services	233.90	512.215	4102	Contract Services	233.90
512.213	4103	Professional Services	395.71	512.215	4103	Professional Services	395.71
512.213	4163	Indigent Defense	2,197.61	512.215	4163	Indigent Defense	2,197.61
512.213	1496	Drug Court Case Mgr.	72.00	512.215	1496	Drug Court Case Mgr.	72.00
		TOTAL	$ 14,451.48			TOTAL	$ 14,451.48

EXPLANATION: CODING CORRECTION FOR 2016 ONLY. Move the above costs from Public Safety Tax Fund line items numbers 0148.101.138.00000.512.213.XXXX to Current Expense Fund Line Item numbers 0000.101.138.00000.512.215.XXXX to accurately account for Franklin County's 2016 costs related to the Adult Drug Court.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Patricia Austin

DATE: 11/28/2016

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

ORIGINAL

EXHIBIT "A"

RESOLUTION 2016 930

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND MIRROR MINISTRIES FOR HUMAN TRAFFICKING SURVIVOR SERVICES

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-549 dated July 12, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed five thousand dollars ($5,000).

WHEREAS, this First Amendment to the Contract is necessary as to increase the quality and amount of services provided by the CONTRACTOR; and

WHEREAS, the CONTRACTOR has requested a 2017-2018 yearly budget of forty-four thousand dollars ($44,000) to hire a full-time employee; and

WHEREAS, the COUNTY has agreed to fund seventy-five percent (75%) of the employee's salary, since the program operates in both Benton and Franklin Counties; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment extending the Contract time through December 31, 2018 and increasing the Contract amount not to exceed seventy-one thousand dollars ($71,000); and

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto.

Dated this 6 **day of** Dec, **20** 16

Chairman of the Board

Chairman Pro-Tem

JEROME DELVIN - ABSENT

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

orig: S. Faulconer

cc: Auditor; PA-Contract Compliance; Mirror Ministries

Faulconer

FIRST AMENDMENT TO

PERSONAL SERVICES CONTRACT

BETWEEN

BENTON COUNTY AND MIRROR MINISTRIES

This Contract Amendment, made and entered into this 6 day of Dec, 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MIRROR MINISTRIES**, with its principal offices at8836 W. Gage Blvd. 204A, Kennewick, WA 99336-7155 (hereinafter "CONTRACTOR").

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-549 dated July 12, 2016 (the "Contract") whereby the CONTRACTOR agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed five thousand dollars ($5,000).

WHEREAS, this First Amendment to the Contract is necessary as to increase the quality and amount of services provided by the CONTRACTOR; and

WHEREAS, the CONTRACTOR has requested a 2017-2018 yearly budget of forty-four thousand dollars ($44,000) to hire a full-time employee; and

WHEREAS, the COUNTY has agreed to fund seventy-five percent (75%) of the employee's salary, since the program operates in both Benton and Franklin Counties; and

WHEREAS, both parties have agreed to amend the Contract by extending its duration through December 31, 2018, and increasing the Contract amount an additional sixty-six thousand dollars ($66,000), not to exceed seventy-one thousand dollars ($71,000) for the duration of the Contract; and

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

a) Section 1. **CONTRACT DOCUMENTS** - Exhibits A, B, and C referenced in Section 1 are hereby deleted and replaced with the following documents attached hereto:

i) Exhibit A, Scope of Work; and
ii) Exhibit B, Progress Status Report; and
iii) Exhibit C, Budget Worksheet.

b) Section 2. **DURATION OF CONTRACT**

The term of this Contract shall begin July 1, 2016 and shall expire on December 31, 2018. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

c) Section 5a. **COMPENSATION** - is hereby deleted and replaced in its entirety with the following:

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Budget Worksheet" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of July 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated in an amount not to exceed five thousand dollars ($5,000). For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated in an amount not to exceed thirty-three thousand dollars ($33,000) (75% of requested budget for 1.0 FTE). For the time period of January 1, 2018, through December 31, 2018, CONTRACTOR shall be compensated in an amount not to exceed thirty-three thousand dollars ($33,000) (75% of requested budget for 1.0 FTE), for a total 2016-2018 budget not to exceed seventy-one thousand dollars ($71,000).

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

Dated: 12-6-16

Benton County Board of Commissioners

Chairman

Dated: 11-28-16

Mirror Ministries

Signature

President
Title

Patricia MacFarlan
Printed Name

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

Attest:
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Exhibit A

Title of Program

Gang Crime Prevention and Intervention through Mirror Ministries Human Trafficking Survivor Services

Executive Summary

Mirror Ministries provides much needed outreach, prevention and intervention with at-risk populations, specifically those persons victimized, or at threat of being victimized by, domestic human trafficking. These vital programs are delivered through our Survivor Services Human Trafficking Advocates to increase public safety.

Currently, over 50 youth aged 10 and older are being served by a part time Mirror Ministries human trafficking advocate. Half of these victims were affiliated with or victimized by one of two Benton County gangs, the Northsiders and the Southsiders. Mirror Ministries Advocates play a crucial role in the interruption of gang activity and violence through education, intervention and advocacy. We need to expand our staffing in order to reach further into the community and bring services to currently unreached populations through the addition of a full time human trafficking advocate.

Mirror Ministries is requesting a grant from the Benton County Gang and Crime Prevention Initiative of $33,000 annually to expand our mission in Benton County through the addition of a full time Human Trafficking Advocate (75% of that full time salary).

Name, Purpose Mission and Vision of Mirror Ministries

Mirror Ministries, a 501(c)(3) non-profit organization incorporated in Washington State, was founded in 2014 and operates in Benton County. Mirror Ministries is a volunteer-run organization whose board and staff are committed to its mission to respond to domestic sex trafficking with the love of Christ through local intervention and restoration while motivating many to respond to the global human trafficking crisis with justice and mercy.

We do this through human trafficking education and trainings of local agencies, businesses, and schools, and offering intervention, and advocacy support for victims in partnership with local agencies, businesses, and law enforcement.

Mirror Ministries values respect, empowerment and empathetic care for human trafficking survivors and victims. In essence, this means that our volunteers and staff walk alongside survivors to empower them as they walk the road to healing, recovery, and stability.

Our goal is that every survivor of human trafficking will one day be able to look in the mirror and see reflected back a person of inherent dignity and worth. Connecting survivors with quality, compassionate services, while providing avenues to connect with the community and engage society in a healthy way, is paramount to Mirror Ministries' mission.

Purpose and Need for the Program

We want to help reduce crime and make Benton County safer. Sex Trafficking, or Commercial Sexual Exploitation, is a largely unreported crime, yet we are seeing a dangerous trend. The need in our community has been well-documented in the Human Trafficking Assessment of the Tri-Cities Region in 2013, which reported an estimated 234 girls prostituted per night in the Tri-Cities (www.newedge.org). From the number of victims surfacing in the few months our part-

time Human Trafficking Advocate has been offering Survivor Services, we suspect the number may be higher. Although Domestic Minor Sex Trafficking (i.e. CSEC) victims come from every socio-economic background and ethnicity, our current case load of victims shows a disproportionately large percentage of victims from gang members.

In our current case load of identified victims of sex trafficking, half of them were trafficked through local gangs, although not necessarily part of the gang themselves. Internationally, the average age of entry into sex trafficking is 12-13 years old, which is the same average age of entry we have seen in the Tri-Cities. Most of these victims have been identified through a limited population through Juvenile Detention and law enforcement. We know there are many more throughout Benton County that we have been unable to reach with our current case load on a 20 hour a week advocate. The human trafficking problem in our county continues to grow with local gang activity, which is responsible for about half of our current victim case load. Local gang members find selling a person repeatedly to be a more cost-efficient way of making money than selling drugs just once and having to obtain more. They have historically been less likely to be charged for human trafficking than drug trafficking as the victims are afraid to testify against them. Gaining a victim's trust, amidst that fear, to share their story is a key element of a human trafficking advocate's job.

Nationwide statistics show that approximately 80% of youth rescued from sex-trafficking have been part of our Foster Care system and 90% of runaways will be approached by a trafficker. These populations are some of the groups that we have to find ways to reach through an additional full time Human Trafficking Advocate.

Our region had not previously had the awareness or the ability to focus a program on human trafficking to educate on the dangers and warning signs, share options for a safe exit, and empower these victims to make the hard decisions that will lead them to freedom and a healthy, fulfilling life.

Now, through Survivor Services with Mirror Ministries, we can help keep our county safer and reduce crime through increased education/training, early intervention, enhanced reporting, and ongoing advocacy.

Detailed Program or Project Description

Through increased staffing, Mirror Ministries will bring human trafficking education and training to more local schools, businesses, and agencies. This allows for earlier identification and intervention for victims; as staff and students are made aware of the warning signs and the help available, more victims will be brought forward to receive services. As victims have earlier intervention, they are likely to commit less crime under coercion from the trafficker, and they will not be formed into traffickers themselves (a common trafficking tactic). Education of the greater population prevents human trafficking, which decreases the potential victim pool. As people become aware of the tactics used by traffickers and gangs, new crimes/victims will be prevented. We aim to bring training/education to 75 or more schools, businesses, and agencies in Benton County annually.

Human trafficking awareness training for businesses has brought more cooperation with law enforcement and more suspected activity and viable tips being reported clearly. Mirror Ministries is available as a resource to law enforcement in Benton County and each city therein. Victims

respond more expediently to an advocate that they can trust; that trust takes time to build. Having an advocate to whom officers can confidently entrust a victim for ongoing services in a complex situation reduces their Out of Service time. Each victim's written statement, achieved through the relationship with the advocate, usually points to multiple traffickers who are trafficking multiple victims each. Having a full time advocate on staff in addition to our current part time advocate will greatly increase our availability to law enforcement. This evidence is crucial for Prosecutors to build strong cases against an otherwise hidden crime. This results in more cases prosecuted and fewer criminals on our streets.

We seek to successfully connect trafficking victims to local services to address their needs for housing, counseling, drug rehab, education, parenting skills, survivor support group and employment. Mirror measures this success by the number of victims connected to services that meet their needs: our goal is at least 80% of identified victims are offered 3 or more services through Mirror Ministries or a partner agency. Often this means accompanying a victim to a Safe House outside of Benton County. As we seek to empower these victims to find their way to healing physically, mentally, and spiritually, we find the measure of success when we see them living as fully engaged, thriving members of our community. This measurement is best taken in small steps as this healing can take many years, so we will measure the day-to-day victories.

Our current case load of more than 50 identified victims is far beyond a reasonable case load for our part time advocate. An additional full time Human Trafficking Advocate will extend our coverage and be able to help train qualified community volunteers to assist clients and serve, not only those already identified, but seek those who have remained hidden and needing help.

Mirror Ministries is an active member of Tri-Cities Coalition Against Trafficking, a local coalition consisting of law enforcement, legal system, and social service agencies. Mirror is working closely with SARC, My Friend's Place, Juvenile Detention, TC-UGM's Women's Shelter, Tri-City Pregnancy Network, local schools, and other agencies to identify human trafficking victims among their clients and provide advocacy services. This extends the reach of their organizations and our outreach as we work together towards education, intervention, and restoration.

Previous Work

Mirror Ministries programs and services are provided and delivered by highly trained advocates and volunteers. The personnel working on this crucial social issue understand it is not glorious; it is often very troubling and heartbreaking. Dedication to stopping a societal cancer resides in the heart of every Mirror Ministries volunteer and staff.

Mirror Ministries has been working in our community since December 2014. We hired the first Community Human Trafficking Advocate for our Survivor Services (part time) in February 2016. This Advocate has been working primarily out of Juvenile Detention where she is able to follow up with cases she has assessed. Now she is able to extend those services to other agencies throughout the community along with well-trained volunteers.

Before becoming an independent Non-Profit Organization, SOLD: The Human Trafficking Experience, now a project of Mirror Ministries, was operated through a local church. This mobile, multi-sensory experience details the global and local problem of human trafficking by immersing participants in the lives of victims in 9 different parts of the world. This exhibit

challenges viewers to respond to human trafficking as advocates for change, seekers of justice and humble providers of mercy. SOLD has been hosted in over 20 locations with over 9,000 participants throughout the last 5 years.

Another program, S.U.D.S (Stopping Underage Domestic Sex Trafficking), is an outreach to local hoteliers to train and educate hotel staff on identifying human trafficking in their establishments. This will be our 5th year to connect with all of the Kennewick, Pasco and Richland hotels, offering them training and free supplies during Water Follies weekend. This year we also hosted the BEST Inhospitable to Trafficking Training with our local hoteliers and law enforcement.

Previous Grants

Since its inception, Mirror Ministries has been a vibrant and robust advocate for the prevention and intervention of human trafficking. The organization has worked with a number of law enforcement agencies to change lives and stop gang criminal activity, reduce trafficking and bring advocacy and intervention to those being commercially sexually exploited.

Previous grants have been received through Women Helping Women Fund Tri-Cities, Columbia Community Church, Hope Outfitters and Wheatridge Foundation crowd-funding. Current grants are being sought from the Women Helping Women Fund Tri-Cities, the Three Rivers Foundation, Franklin County, SAFE in Washington, local civic clubs, and societies. Mirror has individuals, churches and businesses that are regular contributors.

Mirror Ministries provides all services and programs at no charge to clients/victims. 100% of this grant will be utilized in Benton County. We have well vetted and trained community volunteers to expand our program's reach and budget. Mirror Ministries is a stalwart steward of donated and grant funding. Programs are supported by a number of community partners, many of whom supply in-kind, budget off-setting, donations of goods and pro-bono professional services. This allows Mirror Ministries to maximize the return on donor investments.

EXHIBIT B
Mirror Ministries
PO Box 400 Richland, WA 99352
Tel (509) 948-8792 Fax (509) 628-1141

MIRROR MINISTRIES

PROJECT STATUS REPORT

PROJECT SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
January 31, 2017	Gang Crime Prevention & Intervention through Mirror Ministries Human Trafficking Survivor Services	Tricia MacFarlan, Executive Director Mirror Ministries

STATUS SUMMARY-

PROJECT OVERVIEW- CUMULATIVE

TASK	%DONE	NOTES
Awareness/Training to Business/School/Agency		Goal of 75 annually
Benton County clients receiving services		Goal of 80% of identified victims offered 3 or more services
New victims/survivors identified		Expectation of at least 5 new victims/survivors annually

BUDGET OVERVIEW

TOTAL BUDGET	INVOICED	REMAINING BUDGET
$66,000 for personnel	$ January	$66,000
	$ Bi-Annual Contract	

EXHIBIT C: Budget Worksheet

Mirror Ministries	2016-2018

PERSONNEL EXPSENSES	2016	2017	2018	Total
Salaries & Wages	3,500	44,000	44,000	88,000
Benefits	-	-	-	-
Percent Funded	100%	75%	75%	
Personnel Total	3,500	33,000	33,000	69,500

OTHER EXPENSES	2016	2017	2018	Total
Victim Services	1,200	-	-	1,200
Training Supplies	300	-	-	300
Percent Funded	100%	0%	0%	
Other Expenses Total	1,500	-	-	1,500

TOTAL BUDGET:	5,000	33,000	33,000	71,000