

# 2017 PUBLIC SAFETY SALES TAX

## BOARD OF COMMISSIONERS' ACTIONS

Date	Res. #	Title
January 10, 2017	2017-027	Personal Services Agreement w/ Partners for Early Learning for Building Resilience Through Family Support Program
	2017-028	Personal Services Agreement w/ Chaplaincy Health Care for Step Up Program
January 24, 2017	2017-065	Transfer of Funds within Public Safety Tax Fund, Department 138, Juvenile Drug Court
January 31, 2017	2017-091	Transfer of Funds within Public Safety Tax Fund, Department 138, Juvenile Drug Court
	2017-092	Transfer of Funds within Public Safety Tax Fund, Department 138, Juvenile Drug Court
	Presentation	Benton County Gang & Crime Prevention 2016 Year-End Report
February 14, 2017	2017-138	Transfer of Funds within Public Safety Tax Fund, Department 117, Prosecuting Attorney
March 21, 2017	Presentation	Mental Health Court Incentive Program Discussion
April 11, 2017	2017-261	Transfer of Funds within Public Safety Tax Fund, Department 112, Mental Health Court
April 25, 2017	2017-294	Transfer of Funds within Public Safety Tax Fund, Department 121, Sheriff Patrol
June 6, 2017	Presentation	Update from Cities
July 11, 2017	2017-468	Transfer of Funds within Public Safety Tax Fund, Department 122, Metro Drug Task Force
	Presentation	Mental Health Court Incentive Policy
July 25, 2017	Presentation	Public Safety Tax Mid-Year Update (2017-2018 Biennium as of June 30, 2017)
September 19, 2017	2017-627	Transfer of Funds within Public Safety Tax Fund, Department 106, Clerk
	2017-628	Transfer of Funds within Public Safety Tax Fund, Department 122, Metro Drug Task Force

September 19, 2017	Presentation	Request to Transfer Funds from Public Safety Tax Fund, Department 120, Sheriff Custody to Public Safety Tax Fund, Department 121, Sheriff Patrol for 1 ICAC Detective, 1 Gang Detective, and 1 Detective/Community Liaison
November 7, 2017	Presentation	Boys & Girls Club Program Update
November 14, 2017	2017-767	Expending Funds from Public Safety Tax Fund to Purchase LibertyNet Licenses
December 12, 2017	2017-841	Transfer of Funds within Public Safety Tax Fund, Department 121, Sheriff Patrol
	2017-842	Amending Personal Services Agreement w/ Boys & Girls Club for Prosser Teen Program
	Presentation	Filling Vacant Detective Position in the Sheriff's Office
December 19, 2017	2017-879	Transfer of Funds within Public Safety Tax Fund, Department 117, Prosecuting Attorney
	2017-880	Transfer of Funds within Public Safety Tax Fund, Department 121, Sheriff Patrol

# RESOLUTION

2017 027

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

**IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND PARTNERS FOR EARLY LEARNING FOR BUILDING RESILIENCE THROUGH FAMILY SUPPORT PROGRAM**

**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-approved 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**, Partners for Early Learning has proposed a Building Resilience Through Family Support Program in the total 2017-2018 biennial amount of seventy-eight thousand, two hundred seventy two dollars and fifty cents (\$78,272.50); and

**WHEREAS**, 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 eight hundred sixty dollars (\$44,860.00). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount of thirty-three thousand four hundred twelve dollars and fifty cents (\$33,412.50) (75% of 2018 requested budget); **NOW, THEREFORE**


**BE IT RESOLVED** the amount of \$78,272.50, the 2017-2018 biennial 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 Partners for Early Learning.

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2017.

Dated this .....<sup>10</sup> day of ..... *Jan*, 20 *17* .....

  
Chairman of the Board

  
Chairman Pro-Tem

  
Member

Attest:.....  
  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington

**BENTON COUNTY  
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 Partners for Early Learning, a non-profit corporation with its principal offices at 339 Oahu St., Richland, Washington, 99352, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Proposal Application from Building Resilience Through Family Support Project;
- c. Exhibit B, Progress Reporting and Measures; and
- d. Exhibit C, Project Budget.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017, 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. The CONTRACTOR shall prepare and deliver monthly 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 Weakley  
339 Oahu St.  
Richland, WA 99352  
Phone: (509) 430-6358  
Email: karenweakley@hotmail.com

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, "Project Budget" 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 forty-four thousand eight hundred sixty dollars (\$44,860.00). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount not to exceed thirty-three thousand four hundred twelve dollars and fifty cents (\$33,412.50) (75% of 2018 requested budget).
- 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: 1-10-2017

**Benton County Board of Commissioners**

James P. Beaver  
Chairman

Member

Member

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

Attest:

Carmen  
Clerk of the Board

Approved as to Form

[Signature]  
Civil Deputy Prosecuting Attorney

Dated: 1/3/17

**Partners for Early Learning**

Karen Weakley  
Signature

President

Title:

Karen Weakley

PRINTED NAME

**PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE**

**Name of Your Organization:**

**Title of Program or Project:**

**Executive summary of program or project: (100 words or less)**

Partners for Early Learning will provide home visitor support to high risk families with young children, ages birth-5, in high poverty areas within the Richland School District. This prevention project will utilize research-based principles of effective parent education and support. It is designed to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to much needed resources; thus decreasing gang involvement and future crime and incarceration.

**Purpose, vision, or mission of your organization: (200 words or less)**

The mission of Partners for Early Learning (PFEL) is to ensure all children come to school with the skills and resources they need to succeed. This focus on school readiness is comprehensive, with support and interventions offered to both early care education providers and parents of young children.

Our success providing professional development to early care and education providers from a variety of programs and settings, has been well documented over the past years. However, the need to reach families of young children directly has encouraged us to broaden our scope of service delivery to include intensive parent support. We believe that parents are the first teachers of their children. However, in order to become the best teachers, they need specific, individualized support responsive to their needs. For high-risk families, such as those identified by the Building Resilience Through Family Support project, intervention must be intensive and specific. As an integral part of this intervention, parents will build connections to existing community services.

**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)**

Demographics in the Richland School District have been changing drastically in the last 10 years. The poverty rate is growing faster than the enrollment rate and the number of kindergarten students coming to school ready to learn is decreasing. Secondary schools are seeing a drastic increase in students suffering from significant mental health issues. These issues often have their foundation in early childhood and strengthening parenting skills has been shown to positively impact student success and decrease antisocial behaviors and incarceration.

PFEL has had a successful partnership with the Richland School District since its inception. In response to changing demographics, Richland School District has intentionally created access to the most high risk families through many community partnerships. These partnerships have illuminated the necessity of reaching at risk families early, establishing relationships, connecting them to community services, and providing ongoing training, parent education, and support. The Building Resilience Through Family Support project can connect with very young families early, and help them establish more positive interactions with their children, as well as with schools and community agencies. This intervention will reduce stress in the home, a major contributor to gang affiliation and criminal activity as children grow toward adulthood.

According to research published by the organization "Fight Crime: Invest in Kids", quality early care and education programs are highly effective crime prevention tools as they cut crime and put children on the path to productive and healthy lives. Recognizing parents are their child's first teacher, this proposed program will provide individualized home visits that will ensure the parents' ability to support their child's physical, social, emotional, and academic success. The focus of this support will be to build resilience within the child and parent; modeling and supporting positive interactions between parent and child, increasing the child's school readiness skills, and connecting families with on-going social supports that will assist them in forming healthier attachments with their children. Research has also shown that a home visiting approach powerfully impacts the lives of young children and their families. These types of home visiting programs are limited in Benton County and almost exclusively have stringent enrollment guidelines, disqualifying many families. With funding from Benton County Gang and Crime Prevention Initiative, the Building Resilience Through Family Support program will deliver parent education and support to high risk families identified by our many Richland partners.

## **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)**

**Need-** Families served by the Richland School District have shown a significant increase in poverty level for the past several years. Children are experiencing higher levels of food insecurity, inadequate housing, and parental stress. Research tells us that early intervention into the lives of high risk families has a significant return on investment. Enhancing parents' ability to foster resilience in their children positively impacts the child's ability to learn and function successfully in the community.

**Origin and Program Description:** PFEL is embarking on a new project which builds on our previous experience and success in training early care and education providers. The proposed home visit model will build on our expertise and community connections to offer parents in-home training and support. One contracted Home Visitor, trained in early childhood education and child abuse prevention, will visit with each family 3 or more times per month for 1 to 1-1/2 hours throughout the calendar year. At each visit, parents will learn to read to their child, utilize Ready! for Kindergarten tools at their child's developmental level, and build the child's social-emotional skills through play. The home visitor will model positive interactions with and between parent and child, and offer resources to help mitigate parenting issues beyond the scope of the project. Parents will be given information about access to community resources to meet basic needs, reducing the impact of toxic stress on these children and their families. Families will be encouraged to remain enrolled throughout the funding cycle or until they no longer have children in the target age groups. New families will be added as some are lost to attrition.. A survey tool assessing parental skills/attitudes will be administered at the start of services, after 6 months in the program, and at the end of each calendar year to delineate effectiveness of the intervention. Modifications will be made to the service delivery model as needed to ensure participant success.

**Partnerships-**

-Richland School District - RSD staff will ensure that high risk families are located and referred in the target school areas, Jefferson and Marcus Whitman Elementary Schools.

-Communities In Schools- Site Coordinators from the target schools will assist in locating families and coordinating services for these families who have older children enrolled in the target schools

-Children's Reading Foundation- The Ready! for Kindergarten materials are available to this project at a reduced cost to allow all targeted families an opportunity to receive the tools and training necessary to facilitate a successful school experience.

-Mid-Columbia Reading Foundation-Children's books will be provided to each family to build literacy and support a positive parent-child relationship.

**Timeline-**

December 2016-Create scope of work, outline processes, finalize partnership agreements

January 2017- contract with full time Home Visitor

February 2017-services to our first 15 families begins

July 2017- mid-year assessment, Adjust practice as needed

August-November 2017-services continue

December 2017, end- of-year assessment, Adjust practices as needed

January 2018-December 2018-services continue with mid-year and end of the year assessments completed

### **Similar work your organization has done previously. (300 words or less)**

PFEL has provided monthly professional development for early care and education providers since 2013 at no cost to participants funded by community partners. We have created and distributed downloadable early learning activities for parents to use in both Spanish and English. Materials are available at no cost on our website at [www.partnersforearlylearning.org](http://www.partnersforearlylearning.org) and were funded by the Department of Early Learning and based on the Washington State Early Learning and Development Guidelines. PFEL has assembled and distributed backpacks with toys and parent education materials to high risk families through the Communities In School Site Coordinators. From 2007-2011, our PFEL President and project lead designed and led an experimental design research study funded by the Department of Education for the Parent Information Resource Center grant received by ESD 123. The focus of the study was to show the impact of home visits by a para-professional home visitor on the school readiness of children in low income families in 5 locations throughout ESD 123. Evaluation results showed a statistically significant positive impact on experimental group children.

**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.**

To date, funds have been received from private business owners in the Tri-Cities area. Additionally, funds have been received from the Pasco-Kennewick Rotary, the Sunrise Rotary, and the Richland Kiwanis with applications to several other Rotary clubs in process. The Children's Reading Foundation has financially supported the work of PFEL in the past several years and will continue to do so.

A contract is being finalized with Richland School District to help support PFEL professional development activities for their early learning staff, and funding from United Way was recently received in partnership with Benton Franklin Head Start to provide parent and staff training.

Before receiving our non-profit status, Department of Early Learning funds were awarded to Richland School District and sub-contracted with PFEL to provide monthly professional development and create the early learning activities aligned with the Washington State Early Learning and Development Guidelines.

## Exhibit B: Progress Reporting & Measures

Partners for Early Learning  
 330 Oahu Street  
 Richland, WA 99352

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
	Building Resilience Through Family Support	Karen Weakley, Project Lead

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Number of home visits completed per month (max. of 3 per enrolled family)	
Amount of time, per visit, parent and child are engaged with READY! for Kindergarten activities.	
Number of families completing developmental screenings for their child using the Ages & Stages Tool to better understand child development expectations.	
Number of families completing the Ages & Stages SE (Social Emotional) to indicate areas of potential developmental need.	
Number of minutes per day that parents read to their young children as documented on a reading log. (target minimum 20 minutes)	
Number of families referred to community services by type (basic needs, health, mental health, education)	
Number of parents self-reporting increased feelings of competence in limit setting with children after 6 months of enrollment.	
Number of parents self-reporting increased understanding of child development after 6 months of enrollment.	
Number of parents self-reporting increase in affirmations to their child after 6 months of enrollment.	

BUDGET OVERVIEW			
	TOTAL BUDGET	INVOICED	REMAINING BUDGET
<b>2017 Budget</b>	\$44,860.00		
<b>2018 Budget</b>	\$33,412.00		

Signature
Date

**EXHIBIT C: Budget Worksheet**

**Partners for Early Learning: Building Resilience Through Family Support**

**2017-2018**

<b>PERSONNEL EXPENSES</b>	<b>Requested 2017</b>	<b>In-Kind 2017</b>	<b>Requested 2018</b>	<b>In-Kind 2018</b>	<b>Requested Total</b>	<b>Description</b>
Independent Contractor	38,500.00	-	38,500.00	-	77,000.00	Independent contractor paid at rate of \$25/hour for up to 1540 hours per calendar year (includes use of personal telephone, automobile operation, personal computer).
Portable Background Check	60.00	-	-	-	60.00	Includes fingerprinting. No additional cost in year 2
Child Abuse Prevention Training	250.00	-	-	-	250.00	Estimated cost
<b>Personnel Total</b>	<b>38,810.00</b>	<b>-</b>	<b>38,500.00</b>	<b>-</b>	<b>77,310.00</b>	

<b>OTHER EXPENSES</b>	<b>Requested 2017</b>	<b>In-Kind 2017</b>	<b>Requested 2018</b>	<b>In-Kind 2018</b>	<b>Requested Total</b>	<b>Description</b>
Ready! For Kindergarten Materials	4,050.00	4,050.00	4,050.00	4,050.00	8,100.00	\$90 per child, per year x 45 children. In-Kind represents 50% donation by Children's Reading Foundation
Consumables for Home Visits	1,800.00	-	1,800.00	-	3,600.00	45 children x \$45 per child per year
Books for Children	-	1,350.00	-	1,350.00	-	450 books @ \$3 per book, in-kind from Mid-Columbia Reading Foundation
Backpacks for Children	-	2,250.00	-	-	-	Backpacks for 45 children @ \$50 per backpack from PFEL
Parent Assessment Tool	200.00	-	200.00	-	400.00	Estimated cost - Tool selection pending
Office Space	-	4,200.00	-	4,200.00	-	In-kind from Richland Schools - includes internet, access to copy machine, \$350 month x 12 months per year
Copying	-	450.00	-	450.00	-	In-kind from Richland Schools - \$37.50 per month x 12 months per year
<b>Other Expenses Total</b>	<b>6,050.00</b>	<b>12,300.00</b>	<b>6,050.00</b>	<b>10,050.00</b>	<b>12,100.00</b>	

<b>TOTAL REQUESTED BUDGET:</b>	<b>44,860.00</b>	<b>12,300.00</b>	<b>44,550.00</b>	<b>10,050.00</b>	<b>89,410.00</b>
Percentage Approved	100%		75%		
<b>TOTAL APPROVED BUDGET:</b>	<b>44,860.00</b>	<b>12,300.00</b>	<b>33,412.50</b>	<b>10,050.00</b>	<b>78,272.50</b>

## Exhibit C: Project Budget Description

### ***Building Resilience Through Family Support***

#### Budget Explanation-

##### Personnel-

Home Visitor will provide home visit support services to 15 high-risk families of young children, approximately 3 times per month, for 1-1/2 hours per visit throughout the calendar year each year of the two-year project.

This Home Visitor will be an independent contractor, licensed in Washington State and will be paid at a rate of \$25 per hour for up to 1540 hours for each year. The Home Visitor will be responsible for data collection and regular assessment of families using prescribed tools. Home visitor will provide monthly reports to the *Partners for Early Learning Board* to document service delivery.

Additional costs for the Home Visitor will include reimbursement for a Portable Background Check (fingerprinting as defined by the Dept. of Early Learning), and reimbursement for Child Abuse Prevention Training. No mileage, cell phone, computer, or automobile costs will be reimbursed.

##### Materials & Supplies

The Home visitor will use the research based *Ready! for Kindergarten* materials to train parents to become their child's first and best teacher. These materials are divided by age. Families may have one to four children in the target age groups, so up to four sets of materials may be needed. Estimates will be based on a total of 45 children. The *National Children's Reading Foundation* has agreed to provide the materials for each family at a reduced cost of \$90 per year per child. This represents an in-kind reduction of 50%. At-risk families also require consumable materials to teach their young children. \$40 per child has been included. Books for children will be given to families to help build vocabulary and improve interactions between parent and child, and will be donated by the *Mid-Columbia Reading Foundation*.

##### Indirect Costs

Partners for Early Learning has an all-volunteer board and no paid employees. There are no indirect costs associated with this program.

##### Partnerships/In-kind

- *Richland School District* will provide office space, internet connection and use of a copy machine within a district building. (office space with internet connection, \$350 per month x 12 months x 2 years = \$8400, copying cost. \$37.50 per month x 12 months x 2 years = \$900)
- *Ready! for Kindergarten* materials will be provided at a 50% reduction from the *Children's Reading Foundation* (3 units per year, per child at \$30 per unit x 45 children=\$4,050 yearly, or \$9100 for 2 years)
- Backpacks for 45 children, Birth-5, full of toys, health and developmental information will be provided to participating families from *Partners for Early Learning*, at a cost of \$50 per backpack.
- The *Mid-Columbia Reading Foundation* has agreed to donate needed books to young children to enhance literacy and build relationship with their parents. Approximate donation amount 450 books at \$3.00 per book =\$1350

The budget includes information for YR 1 and YR2, with hiring and program services beginning as soon as possible in 2017, but no later than Feb 1, 2017. Upon successful completion of the funding cycle, Partners for Early Learning intends to reapply and expand service delivery within Benton County.

# RESOLUTION

2017 028

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

**IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY FOR STEP-UP PROGRAM.**

**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-approved 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**, Tri-Cities Chaplaincy has proposed a Step-Up Program in the total 2017-2018 biennial amount of thirty thousand dollars (\$30,000); and

**WHEREAS**, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed fifteen thousand dollars (\$15,000). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount not to exceed fifteen thousand dollars (\$15,000); **NOW, THEREFORE**


**BE IT RESOLVED** the amount of \$30,000, the 2017-2018 biennial 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 Tri-Cities Chaplaincy.

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2017.

Dated this 10 day of Jan, 2017

  
Chairman of the Board

  
Chairman Pro-Tem

  
Member

Attest:   
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington

**BENTON COUNTY  
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 Tri-Cities Chaplaincy, a non-profit corporation with its principal offices at 1480 Fowler Street, Richland, WA 99352, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Statement of Work;
- c. Exhibit B, Measureable Goals of the Program; and
- d. Exhibit C, Budget Explanation.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017, 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, Statement 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 during the progress of the services performed. The CONTRACTOR shall prepare and deliver monthly 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:

Tom Adams  
1480 Fowler Street  
Richland, WA 99352  
Phone: (509)783-7417  
(509)783-7416  
(818)640-1261  
Email: [toma@chaplaincyhealthcare.org](mailto:toma@chaplaincyhealthcare.org)

b. For COUNTY:

Shyanne Faulconer  
PO Box 190  
Prosser, WA 99350  
Phone: (509)786-3760  
Email: [Shyanne.Faulconer@co.benton.wa.us](mailto: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, "Project Budget" 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 a total amount not to exceed fifteen thousand dollars (\$15,000.00). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated a total amount not to exceed fifteen thousand dollars (\$15,000.00).
- 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: 1-10-2017

Dated: 12/29/16

**Benton County Board of Commissioners**

**Tri-Cities Chaplaincy**





Chairman

Signature



Director of Chaplaincy Behavioral Health, Chaplaincy Health Care

Member

Title:



Tom Adams

Member

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



December 7, 2016

Exhibit A: Statement of Work

The Step-Up program will be organized into two, 11-week units for a total of 22 group sessions provided for the first year. The first 11-week unit will begin March 7, 2017, meeting weekly for 11 weeks and ending May 16, 2017. The second 11-week unit will begin May 21, and end August 1. Recruitment and outreach will begin January 2. Intake assessments, conducted separately from the program sessions, will be provided weekly beginning in January and ending May 21 when the second unit begins.

Each unit will serve 12-18 youths and their parents. Referrals will come from Juvenile Justice Center, other community agencies, mental health providers and other community groups that provide youth services. The ages of the adolescents served are 12 to 17 years of age.



Exhibit B: Measurable Goals of the Program

Below are the goals by which we propose to measure the success of the Benton County Step-Up program. Follow-up surveys would be performed at the two-month mark to measure sustained progress, along with phone calls. We would submit these outcomes to the review committee to demonstrate effectiveness. Also attached are the internal measures that create expectations for teens and parents. These are used with participants in the program.

<b>Target behavior</b>	<b>Measurable Goal</b>	<b>Outcome</b>
Number of new registered youth participants	24 – 36 newly registered participants in 2017	
Number of youth and families served	24 – 36 youth and 24 - 36 family members served in 2017	
Number of Step-Up Intake Assessments Completed	24 – 36 Completed assessments with appropriate referrals made	
Incidents of defiance and disrespect for family members at home.	Reduced from daily to one/week or less as reported by parents.	
Incidents of police involvement.	Reduced from weekly to 0 in 2 month follow up for those youth completing an 11-week program	
Incidents of truancy, running away, breaking curfew.	Reduced from weekly to 0 in 2 month follow up for those youth completing an 11-week program	
Gang activity, association and/or interaction	Reduced from weekly to 0 in 2 month follow up for those youth completing an 11-week program	
Incidents of incarceration	0 incidents of incarceration in 2 month follow up for those youth completing an 11-week program	



Exhibit C: Budget Explanation

The counseling program budget of Chaplaincy Behavioral Health is based on the hourly rate of Medicare reimbursement for a licensed therapist, \$83.00. This covers the hourly cost of a licensed therapist (wage plus benefits) after contract adjustments and some allocated costs. We applied the same hourly rate to determine the therapist costs in the pilot Step-Up budget. All other hours for unlicensed assistants and administrative support were calculated at \$25.00/hr.

**Proposed Budget – REVISION 4**

Program Costs

<b>Cost Per Unit</b>	(based on Medicare reimbursement rate \$83.00)	1.5 hour prep	\$125.00
	2 licensed therapists	2 hours service	\$332.00
		Per Unit Cost	\$457.00
	2 unlicensed assistants	2 hours service	\$100.00
		Total Unit Cost	\$557.00
	Total Cost/22 Units (22 Units/year x \$557.00)	<b>Total Unit Cost</b>	<b><u>\$12,254.00</u></b>

Allocated Costs

**Printing & Supplies**

	12750 pages x .05 + \$180 binders)	\$818.00
75 manuals/170 pg ea Brochures & mailings		\$450.00
<b>Total Printing Costs</b>		<b><u>\$1,268.00</u></b>

**Community Outreach/Reports**

\$1,478.00

**Total Per Year Cost**

**\$15,000.00**

# RESOLUTION 2017-065

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 138

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

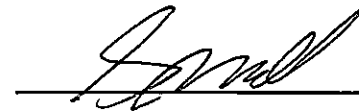
Dated this 24 day of Jan, 2017



Chairman of the Board

JEROME DELVIN - ABSENT

Member



Member

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

Attest:

  
Clerk of the Board

Prepared by: J. Bowe

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile Drug Court

Dept Nbr: 138

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
512.232	4181	Administrative Services	\$5,500	512.232	4180	Legal Services	\$5,500
<b>TOTAL</b>			<b>\$5,500</b>	<b>TOTAL</b>			<b>\$5,500</b>

**Explanation:**

2015-2016 Budget: Line item transfer needed to account for PA services in 2016. Budget allocation was originally budgeted under line item 4181 Administrative Services.

Prepared by: Jennifer Bowe

Date: 12-Jan-2017

Approved



Denied



Date:

1-24-2017

Chairman

**JEROME DELVIN - ABSENT**

Member



Member

# RESOLUTION

2017 091

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 138.

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

Dated this 31 day of Jan, 2017

James B. Beaver  
Chairman of the Board

[Signature]  
Member

[Signature]  
Member

Attest: Carmel McGehee  
Clerk of the Board

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

cc: Commissioners; Auditor; File, Superior Court

ORIGINAL

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult Drug court

Dept Nbr: 138

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Adult Drug Court

TRANSFER TO: Adult Drug Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.213	9108	Administrative Costs	\$81,302	512.213	4163	SC Defense	\$81,302
TOTAL			\$81,302	TOTAL			\$81,302

Explanation: 2017-2018 Budget. Transfer of funds to more accurately cover the costs incurred consistent with the Auditor's coding.

Prepared by: Patricia Austin, Superior Court Administrator

Date: 20-Jan-2017

Approved  Denied

Date: 1-31-2017

James R. Beaver  
Chairman

[Signature]  
Member

[Signature]  
Member

# RESOLUTION

2017 092

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 138

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

Dated this 31 day of Jan., 2017

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

Prepared by: J. Bowe

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
512.232	9108	Administrative Services - OPD	\$52,800	512.232	4101	Legal Services	\$52,800
<b>TOTAL</b>			<b>\$52,800</b>	<b>TOTAL</b>			<b>\$52,800</b>

**Explanation:**  
 2017-2018 Budget: Line item transfer needed to move budget allocation for OPD costs to the appropriate line item in accordance with the BARS manual.

Prepared by:

Date:

Approved:  Denied:  

Date: 1-31-2017

 Member

 Member

# Benton County Gang & Crime Prevention Initiative

2016 Year-End Report



# Human Trafficking Survivor Services

(Mirror Ministries)

“Since its inception, Mirror Ministries has been a vibrant and robust advocate for the prevention and intervention of human trafficking.”

## ► 2016 Year End Report:

- 38 victims and survivors identified and served by a Mirror Ministries advocate – approx. half of these were affiliated or victimized by Benton County Gangs
- Human Trafficking Awareness/Education/Training: 9 schools, 40 businesses, 22 agencies
- Presentations to a dozen local organizations (i.e. Rotaries, Kiwanis, etc.)
- Hosted awareness training to the community at booths in various events throughout the community
- Worked closely with various local agencies to identify human trafficking victims
- Victim statements were given to police and charges are being pressed in multiple cases – 1 federal trial was completed and the trafficker was sentenced
- 3 victims have begun college, youth have been connected with mentors, healthy babies were born, and young parents were connected with parenting classes and resources

## ► Upcoming Budget:

- 2017: \$33,000 (75% of requested budget)
- 2018: \$33,000 (75% of requested budget)



# Kiona-Benton Crime Prevention Program

(Kiona-Benton City School District)

“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.”

## ► 2016 Year End Report:

- September 2016: Student Support Specialist hired (located at Kiona-Benton City High School)
- October 2016: Established “Heather’s Pantry” – a homeless student resource and supply system that includes food, clothing, and school supplies for students who are homeless or in need (established through local donations)
- November 16, 2016: Kiona-Benton City High School in partnership with Strong Families (parenting class program) provided an introduction and dinner to over 50 parents. A 7-week, 13-session program will begin Spring 2017
- A formal contract has been entered with Educational Service District 123 to bring the Open Doors program to the high school, allowing youth ages 16-21 who have dropped out or are at risk of dropping out to work toward a GED

## ► Upcoming Budget:

- 2017: \$44,127.20
- 2018: \$33,682.31 (75% of requested budget)



# Prosser Teen Program Investment

(Boys & Girls Club of Benton and Franklin Counties)

Prosser Teen Program Investment would “support the expansion of the Teen Program at the Prosser Park Branch...providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.”

## ► 2016 Year End Report:

- August 2016: 38 members by 8/1, 41 members by 8/31 (average daily attendance of 22 members)
- Year-end enrollment: 66 members grade 6-12 (average daily attendance of 22 members Sept-Dec)
- New kitchen appliances and furniture purchased – teens prepare healthy, fresh snacks daily
- Members participate in cooking classes and prepare snacks for younger members and staff
- Flag Football Club held after school – community members participated with club members
- Club hosted Monday Night Football events and after-school events for community and club members

## ► Upcoming Budget:

- 2017: \$90,000



# Overnight Emergency Youth Shelter

(Safe Harbor/My Friends Place)

“The goal of My Friends Place Overnight Emergency Youth Shelter is to help young people avoid or leave the streets by re-uniting families, supplying survival necessities, finding safe homes, teaching self-sufficiency, and offering hope and support.”

## ► 2016 Year End Report:

- 104 hours of tutoring, 23 overnight youth, 42 drop-ins, 32 pairs of shoes, 60 bus passes, 42 hygiene kits, 88 outfits, and 5020 hot meals served.
- A total of 15 males and 8 females have been housed in the Youth Shelter since August 2016, of which: 92% American Citizens and 8% immigrants
- Two youths identified themselves as gang members, six were believed to be gang affiliated
- Five youths were brought by Juvenile Justice staff, one sex-trafficked girl
- 19 youths enrolled in school, five placed in GED program, one has graduated from GED program and another has entered the Job Corps
- 54% of youth were returned home, 35% were able to move into a rental, and 11% found jobs

## ► Upcoming Budget:

- 2017: \$51,000
- 2018: \$52,020



# Nurse Family Partnership (NFP) Program

## (Benton-Franklin Health District)

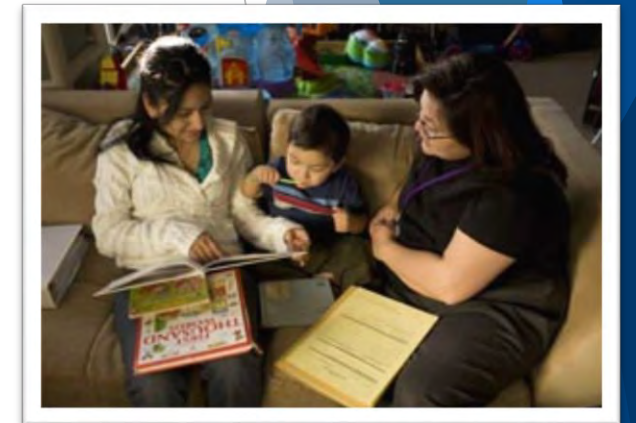
“Nurse Family Partnership is a maternal and early childhood health program that fosters long-term success for first-time moms, their babies and society.”

### ► 2016 Year End Report:

- June 2016: Signed agreement with Benton County
- Began extensive advertising and recruitment for Nurse Home Visitors and Data Entry Clerk positions
- Hiring, training, orientation for Data Entry Clerk and one Nurse Home Visitor
- Nurse Home Visitor began enrolling clients November 24, 2016
- Currently pending offer for the second Nurse Home Visitor position
- 28 referrals in November and December 2016 – 7 families enrolled, 15 home visits completed
- Client mean age is 19 (range from 15-26 years old)
- First baby is due at the end of February

### ► Upcoming Budget:

- 2017: \$309,570.00
- 2018: \$315,761.40



# New 2017-2018 Programs

## **Building Resilience Through Family Support** (Partners for Early Learning)

### ▶ Summary:

Partners for Early Learning will provide home visitor support to high-risk families with young children (ages birth-5) in high-poverty areas within Richland School District. It is designed to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to much-needed resources; thus decreasing gang involvement and future crime and incarceration.

### ▶ Upcoming Budget:

- 2017: \$44,860.00
- 2018: \$33,412.50 (75% of requested budget)

## **Step-Up Program** (Chaplaincy Health Care)

### ▶ Summary:

Step-Up is a nationally recognized adolescent-family violence intervention program originally developed and implemented in King County, Washington. Step-Up is designed to address youth violence and controlling behavior toward family members and to be an instrument for crime and gang prevention. It is a skills-based and restorative practice group intervention for youth and their parents.

### ▶ Upcoming Budget:

- 2017: \$15,000.00
- 2018: \$15,000.00

# RESOLUTION 2017 138


BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

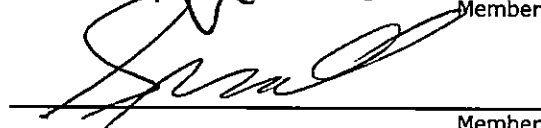
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 14 day of Feb, 2017

  
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:

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: Public Safety Tax Fund

Fund Nbr: 0148-101

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
515.300.	3192	Central Services-Computer HW	\$2,160	515.300.	3501	Small Items & Equipment	\$2,160
TOTAL			\$2,160	TOTAL			\$2,160

Explanation:

LIT for discontinued line item object code. The line item object code 3192 was reclassified to 9305 during the 2017-2018 budget process. After conversation with the PA's Office it was determined that line item object code 3501 is better suited for the purposes originally budgeted.

Prepared by: Smith Kelly

Date: 14-Feb-2017

Approved

Denied

Date: 2-14-17

*James P. Beauer*

Chairman

*[Signature]*

Member

*[Signature]*

Member

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**POLICY 01.020 MENTAL HEALTH COURT INCENTIVES**

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**Introduction and Background:**

The Benton County District Court Mental Health Court seeks to follow evidence-based best practices pertaining to the use of program incentives to improve the effectiveness of Mental Health Court interventions for program participants.

The National Association of Drug Court Professionals (NADCP) has developed and published the *Adult Drug Court Best Practice Standards*, which provides guidance on, among other things, the use of program incentives. The framework provided by the NADCP is currently applied to various therapeutic court models including Mental Health Courts. Regarding the use of program incentives, the *Adult Drug Court Best Practice Standards* instructs:

“Courts should not apply a rigid template when administering sanctions and incentives. Studies reported significantly better outcomes when the (Drug) Court team reserved a reasonable degree of discretion to modify a presumptive consequence in light of facts presented in each case.”

According to *Principles of Drug Addiction Treatment for Criminal Justice Populations* published by the National Institute on Drug Abuse, a balance of rewards and sanctions for individuals participating in treatment encourages pro-social behavior and treatment participation. The contingency management approaches, utilized in treatment courts and evidence-based criminal justice programs, require the provision of tangible incentive rewards, such as coffee cards, movie passes, and similar rewards. Similarly, the MacArthur Foundation and the Council of State Governments Justice Center, in an article titled *Mental Health Courts: A Guide to Research-Informed Policy and Practice*, provide that “incentives reward adherence to the treatment plan or other court conditions, motivate participants to engage in treatment, and, paired with sanctions are considered one of the 10 Essential Elements of a Mental Health Court.”

As indicated by evidence-based best practice research, incentive rewards are an integral component to therapeutic court program success, and taxpayers benefit significantly from the cost benefits generated by program success. Successful programs result not only in better participant outcomes, but also in subsequent reduction in criminal recidivism. The expenditure of Public Safety Sales Tax (a .03% sales and use tax adopted pursuant to RCW 82.14.450) on incentive rewards to support the Mental Health Court program serves a fundamental government purpose. Further, incentive rewards are provided to Mental Health Court program participants in consideration of their successful program participation and not with donative intent.

**Purpose:**

To ensure the efficient use of incentives for Mental Health Court participants in accordance with and in furtherance of the policies supporting the use of program incentives.

**Definitions:**

For the purposes of this policy, the following definitions apply:

“Consequence” means the result or effect of a participant’s actions and may include incentives, sanctions and therapeutic adjustments provided or imposed by the Mental Health Court.

“Incentive” means a consequence for a participant’s behavior that is desired by the participant such as a gift or gesture used to reinforce positive behavior.

“Sanction” means a consequence for a participant’s behavior that is not desired by the participant.

**Scope:**

This policy pertains to all Mental Health Court program staff and affiliates.

**Responsible Party:**

The Mental Health Court Judge and the Mental Health Court Program Manager are ultimately responsible for policy compliance.

**Policy:**

Incentives will be used by the Mental Health Court as a direct consequence of participants’ behavior to incentivize productive behavior. Incentives will be used to reward desired behavior, celebrate accomplishments, and encourage compliance with the requirements of the Mental Health Court program. Incentives may be applied to an entire group.

The Mental Health Court shall adopt a schedule setting forth, at a minimum: (1) the types or categories of incentives that will be used, including the monetary value of the incentive, if any; and (2) the conditions under which each type of incentive will be rewarded to a participant. The schedule may be revised and/or updated by the Mental Health Court as needed. The schedule adopted by the Mental Health Court shall be made available for public inspection and copying. The Mental Health Court reserves the right to exercise discretion in awarding incentives, notwithstanding the schedule. Deviations from the schedule will be documented.

In adopting an incentives schedule, the Mental Health Court shall comply with the following:

- In using incentives of monetary value, the incentive should be of the lowest monetary value necessary to achieve the desired outcome;
- Behaviors and/or accomplishments rewarded with an incentive may include, but are not limited to: moving to a higher phase in the Mental Health Court program; obtaining a job; obtaining a driver's license; and achieving a personal milestone;
- Incentives of monetary value may include, but are not limited to: a water bottle; a snack basket; a graduation cake; gift cards (maximum value \$30.00); a journal; movie passes; and other items; and
- The monetary value of an incentive may not exceed \$30.00.

The use of incentives of monetary value shall be documented as outlined in Procedure# 02.020.

Tangible goods that have been donated to the Mental Health Court program for the purpose of being distributed to and used by participants on an as-needed basis are not incentive rewards. The receipt and distribution of such tangible goods are governed by Policy# 01.010. Such tangible goods may include, for example: hygiene products; school supplies; and other similar items.

**Other resources:**

RCW 2.30.020 Therapeutic Courts – Definitions – “Specialty court” and “therapeutic court”  
<http://app.leg.wa.gov/RCW/default.aspx?cite=2.30&full=true#2.30.020>

*A multi-site study of the use of sanctions and incentives in mental health courts*, a study by the U.S. National Library of Medicine, which found that “incentives are considered crucial to the functioning of Mental Health Courts.”  
<http://www.ncbi.nlm.nih.gov/pubmed/22563803>

Benton County District Court – Mental Health Court

Effective date: \_\_\_\_\_

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**MENTAL HEALTH COURT INCENTIVE SCHEDULE**

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<b>Incentivized Behavior</b>	<b>Incentive</b>	<b>Maximum value</b>
<b>Successful completion of Phase 1</b>	Example: bracelet, water bottle, certificate	\$5.00
<b>Successful completion of Phase 2</b>	Example: journal, gift card	\$10.00
<b>Successful completion of Phase 3</b>	Example: movie pass, bowling pass, book	\$15.00
<b>Graduation from MHC</b>	Example: Cake, gift card	Gift card: \$30.00; other (cake): \$30.00.
<b>Obtaining a job, obtaining a driver's license, obtaining a GED, completing treatment, attending all appointments, achieving a personal milestone, etc.</b>	Example: Gift card, book, movie pass	\$30.00

**BENTON COUNTY PROSECUTOR**  
7122 W. Okanogan Place  
Kennewick, WA 99336  
(509) 735-3591 Fax (509) 222-3705

---

**MEMORANDUM**

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**TO:** Hon. Katy Butler, Jim Beaver, Jerome Delvin, and Shon Small  
**FROM:** Michaela Murdock  
**DATE:** November 22, 2016  
**RE:** Mental Health Court – Incentives, Assistance to Participants, etc.

---

**SUMMARY**

Benton County District Court established and began operating a mental health court (MHC) in April 2016. Since that time, MHC has provided “incentives” to its participants and has requested funds in its 2017-2018 budget to allow it to continue to do so in the future.

These “incentives” have included tangible items intended to reward participants’ good behavior and progression through the program (*e.g.*, certificates, a journal, gift cards in varying amounts, etc.) and financial assistance (*e.g.*, to obtain housing, remove an ignition interlock device, and provide a co-pay for medical services). Although financial assistance has been categorized as an “incentive”, it has not been used as a reward or consequence for participants’ behavior, but rather to provide temporary or stabilizing assistance. It appears that no objective criteria or standard procedures or policies have been used for determining when or whether a participant will receive such financial assistance. At this time, funding for the MHC comes entirely from county resources and not from any private sources.

District Court is currently in the process of drafting a policy to reflect its intentions moving forward and explain how it proposes to use sales tax revenues in the future.

We have been asked whether providing “incentives” to MHC participants in the form of (1) tangible reward items and/or (2) financial assistance, both of which have been paid for using county resources, are allowable expenditures, or alternatively, constitute a gift of public funds.

To briefly answer this question: (1) tangible items given as a reward for participation in the mental health court program might be considered allowable expenditures by the courts, provided that they have a reasonable nexus to furthering the purposes of the program; and (2) financial assistance provided to participants on an ad hoc basis and without requiring the recipient to meet certain objective standard criteria would more likely than not be considered a gift of public funds by the courts.

Ultimately, whether a particular expenditure constitutes a gift of public funds largely depends on the particular set of facts. Different courts may interpret things differently. At this time, it does not appear that Washington courts have previously considered the issue of whether providing tangible incentives and/or financial assistance to mental health court participants constitute a gift. Accordingly, there is no case law directly on point to provide guidance in the present situation. However, additional research into related case law could provide us with a better understanding of how the courts have previously treated other types of public expenditures.

## DISCUSSION

Washington's Constitution forbids the state and its local governments from gifting public funds for private purposes. Regarding the state, article VIII, section 5 provides: "The credit of the state shall not, in any manner be given or loaned to, or in aid of, any individual, association, company or corporation." For local governments, article VIII, section 7 similarly commands:

No county, city, town, or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm [...]

Wash. Const. art. VIII, § 7. The Washington Supreme Court has determined that, despite their differences, these two provisions have identical meanings and the same prohibitions and exceptions. *CLEAN v. State*, 130 Wn.2d 782, 797, 928 P.2d 1054 (1996) (citing to *City of Tacoma v. Taxpayers*, 108 Wn.2d 679, 701 n. 13, 743 P.2d 793 (1987)).

In applying these provisions, Washington courts have developed a two-prong analysis for determining whether a particular government expenditure constitutes a gift of public funds. Under the first prong, the court asks if the funds are being expended to carry out a fundamental purpose of government. *CLEAN*, 130 Wn.2d at 797. If the answer to that question is "yes", then no gift of public funds has been made and the court's inquiry ends. *Id.* If the answer to that question is "no", then the court moves on to the second prong to determine whether a gift has been made. *Id.* at 798. In making such a determination, the court focuses on the consideration received by the public in exchange for the public funds and the donative intent of the public entity. *Id.*

### **a. First Prong: Fundamental Purpose of Government.**

Expenditures are not unconstitutional gifts if the funds are expended to carry out a fundamental government purpose. *Washington Public Ports Association v. State Department of Revenue*, 148 Wn.2d 637, 62 P.3d 462 (2003) (citing to *City of Tacoma v. Taxpayers of Tacoma*, 108 Wn.2d 679, 702, 743 P.2d 793 (1987)). Local governments' constitutional police power, for example, is a fundamental purpose of government that extends not only to the preservation of the public health, safety, and morals, but also to the preservation and promotion of the public welfare. *Hudson v. City of Wenatchee*, 94 Wn. App. 990, 995-96, 974 P.2d 342 (1999) (citing to *Clark v. Dwyer*, 56 Wn.2d 425, 432, 353 P.2d 941 (1960)). Pursuant to this police power, a city's police officers may unlock private vehicles for locked out owners for free, because this public service furthers a fundamental government purpose. *Id.*

The Washington Constitution vests the judicial power of the state in a supreme court, superior courts, justices of the peace, and such inferior courts as the legislature may provide. *See* Wash. Const. art IV, § 1. Superior courts are vested with jurisdiction in cases in equity, cases of divorce, and “in all cases and of all proceedings in which jurisdiction shall not have been by law vested exclusively in some other court”. Wash. Const. art. IV, § 6. The Legislature recently recognized the judiciary’s inherent authority under these constitutional provisions to establish therapeutic courts. *See* RCW 2.30.010(3). In light of this constitutional authority and legislative recognition, it appears that operating a court, including a mental health court, is a fundamental government purpose.

Assuming that the operation of a mental health court is a fundamental government purpose, each expenditure made under the auspices of the mental health court must be made in furtherance of carrying out that public purpose in order to avoid being an unconstitutional gift. For example, direct assistance to an individual in the form of cash or services may be allowed if it furthers the overriding public purpose: “the overriding public purpose makes the private benefit incidental.” *Seattle v. State*, 100 Wn.2d 232, 240-42, 668 P.2d 1266 (1983).

In general, there must be a close nexus between the expenditure and the government process or responsibility, and individuals receiving an entitlement must meet objective, qualifying criteria. *Id.* Examples of direct cash payments that have survived constitutional challenges include:

- Veteran’s bonuses;
- Compensation to victims of a felony or gross misdemeanor under Victims of Crime – Compensation Assistance;
- Reimbursement of court costs to those who act in self-defense or in defense of another in imminent danger of injury or death from a serious crime;
- Attorneys’ and expert witness fees’ to a successful litigant in a condemnation case; and
- Relocation assistance payments to people and businesses displaced by a condemnation.

*Id.* at 242.

In the present situation involving Benton County’s mental health court, some but not all of the expenditures made or proposed to be made would more likely than not be deemed allowable if reviewed by a court. Small tangible items that are given as an incentive to reward specific behavior may be allowed. Such incentives have a close nexus to the operation and success of a mental health court, as indicated by national best practices standards (these standards indicate that tangible rewards, given to participants as consequences for engaging in desired behaviors, positively reinforce those behaviors and contribute to the overall success of the program).

In contrast, the payment of a participant’s rent, removal of an ignition interlock device, or payment of medical expenses would more likely be considered a gift, particularly when the expenditure is not intended to reward good behavior and is not awarded to qualifying participants equally based on objective criteria. Further, providing financial assistance to the poor is not the purpose or responsibility of the mental health court, though doing so may make it more likely that a particular individual can participate in the program. As such, the nexus between the expenditure (financial assistance) and the government function or purpose (mental health court) seems more attenuated than it is for tangible items given to reward participants for engaging with and progressing in the program.

***b. Second Prong: Consideration and Donative Intent.***

Even if an expenditure does not further a fundamental government purpose, it is not an unconstitutional gift of public funds if the mental health participant receiving the funds gives legally sufficient consideration in return. See *King County v. Taxpayers of King County*, 133 Wn.2d 584, 949 P.2d 1260 (1997).

In determining consideration and donative intent, courts only require legally sufficient consideration and will not inquire into the wisdom of a transaction or adequacy of consideration. See *Friends of North Spokane County Parks v. Spokane County*, 184 Wn. App. 105, 131-35, 336 P.3d 632 (2014). An inquiry into “legal sufficiency” is concerned not with comparative value but with that which will support a promise”. *Id.* at 134 (citing *King County*, 133 Wn.2d at 597). In short, as long as there is some amount of legally sufficient consideration, some exchange of benefits between the public and the participant supporting the transaction, courts will uphold it as constitutional. *Id.* at 134-35.

If, however, the expenditure both (a) does not further a fundamental government purpose and (b) does not have legally sufficient consideration – thereby making the expenditure truly a gift – it will be deemed unconstitutional, regardless of whether it is given for a “worthy purpose”. *Johns v. Wadsworth*, 80 Wash. 352, 354, 141 P. 892 (1914).

In the case of gifts to or payments made on behalf of mental health court participants, whether a court would find consideration and/or donative intent may very well differ for small tangible items given to reward participants’ good behavior and progression through the program, than for financial assistance given to participants without conditions.

For tangible incentives, it may be argued that a participant’s successful completion of the program, and its various stages, provides a benefit to the public in the form of reduced crime and other reduced costs, such that there is legally sufficient consideration for expending public funds. The participant is required to make a commitment and follow through with that commitment before receiving any tangible item from the program. Accordingly, it may be argued that there is an exchange of promises and, therefore, consideration.

For financial assistance provided to participants, however, donative intent seems fairly clear. Historically, assistance has not been provided by the mental health court in exchange for the participants’ commitment to the program, demonstrated, for example, by the participant’s good behavior or completion of treatment phases. Instead, assistance appears to have been provided ad hoc without requiring participants to meet any objective or standard criteria. In such instances, sufficient consideration would likely be deemed to be missing, leaving only donative intent.

***c. Other Mental Health Courts in Washington.***

At least twelve other counties in Washington currently operate mental health courts. An informal survey we conducted of Clark, Cowlitz, King, Snohomish, and Spokane counties (see attached table “County Mental Health Courts”) revealed both similarities and differences between the counties in the way that tangible incentives are provided and paid for, and how mental health court participants receive access to various forms of assistance. It does not appear that these

practices have been challenged; however, they may or may not be upheld if they are challenged in court.

In general, all of the counties surveyed provide some form of tangible incentive to reward participants' good behavior and progression through program phases. These tangible items typically have a low monetary value and include: gifts cards in varying amounts, usually ranging between \$5 and \$25; movies passes; candy; t-shirts; bracelets; water bottles; keychains; passes to local events or theaters; books; tokens, etc.

With one notable exception, funding for tangible incentives generally seems to be paid for with county funds (revenue from the 1/10 of 1 percent sales and use tax). The exception, Clark County, imposes a \$100 program fee on participants and uses proceeds from the fee to pay for tangible incentives, as well as a graduation cake. To explain its use of county funds to pay for tangible incentives, King County recently proposed adoption of an ordinance. The proposed ordinance expressly states that the expenditure of county funds on incentive rewards to support mental health court serves a fundamental government purpose, and that incentive rewards are provided in consideration for successful achievement by program participants and not with donative intent.

Regarding financial assistance and other forms of temporary or stabilizing assistance, the counties surveyed appear mostly to work with or link participants with community-based agencies and non-profit organizations to provide access to generally available resources not funded by the mental health court. For example, Snohomish County contracts with Bridgeways, a private non-profit organization, which in turn links mental health court participants with appropriate treatment, monitors their progress, helps them navigate insurance systems, and assists them in accessing employment and housing. Clark County indicated that it has occasionally provided direct rental and transportation assistance; however, such assistance has been paid for using program fee funds, rather than sales and use tax funds. Additionally, Spokane County indicated that it has occasionally used county funds to provide for transitional housing and other temporary assistance, though its funding for these purposes is limited and not generally advertised.

cc: Tara Symons  
Ryan Brown  
David Sparks  
Loretta Smith-Kelty

Enclosure

# RESOLUTION

2017 261

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
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.

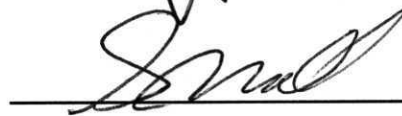
Dated this 11 day of April, 2017



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:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Mental Health Court

Dept Nbr: 112

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
512.400	9108	Administrative Costs	\$115,000	512.400	4103	Professional Services	\$115,000
<b>TOTAL</b>			<b>\$115,000</b>	<b>TOTAL</b>			<b>\$115,000</b>

**Explanation:**

Transfer funds from Administrative Costs line-item to Professional Services for the payment of defense attorney services. This will streamline the process in that OPD will pay for monthly contracted attorney services from line item 4103 instead of OPD paying for the monthly contracted attorney services, then invoicing Mental Health Court to payback (reimburse) OPD.

Prepared by: Tara Symons

Date: 24-Mar-2017

Approved  Denied

Date: 4-11-2017

*James R. Beane*

Chairman

*[Signature]*

Member

*[Signature]*

Member

# RESOLUTION

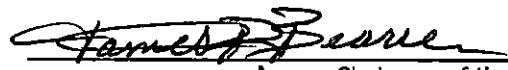
2017 294


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 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 25 day of April, 2017

  
Chairman of the Board

  
Member

  
Member

Attest:   
Clerk of the Board

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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

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
521.210	1494	Detective	\$ 9,100	521.210	5120	Secomm	\$ 59,100
594.210	6410	Capital Outlay Vehicles	\$ 50,000				
<b>TOTAL</b>			<b>\$59,100</b>	<b>TOTAL</b>			<b>\$59,100</b>

**Explanation:**  
 To appropriate funding for Secomm. Secomm was not added in the 2017/18 budget.

Prepared by: Linda Ivey

Date: 10-Apr-2017

Approved  Denied

Date: 4-25-2017

*James Beamer*  
 Chairman

*[Signature]*  
 Member

*[Signature]*  
 Member

# RESOLUTION


2017 468


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 0148-101, DEPARTMENT NUMBER 122

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

Dated this 11 day of July, 2017

  
Chairman of the Board

  
Member  
SHON SMALL - ABSENT

Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 122

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.303	4102	Contract Services	\$18,750	521.210	5167	City of Kennewick	\$18,750
TOTAL			\$18,750	TOTAL			\$18,750

**Explanation:**

Transfer is needed to Benton County's 16/17 contribution to the Metro Drug Task Force.

Prepared by:

Date:

Approved  Denied

Date: 7-11-2017

*James Deaver*  
Chairman

*[Signature]*  
Member

SHON SMALL - ABSENT  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> 6/13/17 <b>Subject:</b> MHC incentive policy <b>Prepared by:</b> Tara Symons <b>Reviewed by:</b>	<b>Execute Contract</b> <b>Pass Resolution</b> _____ <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>X</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

The Benton County Mental Health Court (MHC) was asked to create a policy regarding use of Public Safety Tax funds to purchase incentive items for MHC participants. MHC worked with the Prosecutor's office to research this topic and create a policy outlining how program funds will be used with regard to the purchase of incentive items. MHC was then asked to have the Prosecutor's office sign-off on the policy which has been done. We are now coming before the board to ask that the policy be approved.

**RECOMMENDATION**

Approve the Mental Health Court incentive policy.

**FISCAL IMPACT**

None

**MOTION**

Approve the Mental Health Court incentive policy.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING MENTAL HEALTH COURT POLICY 01.020 – INCENTIVES

WHEREAS, The Board of Commissioners of Benton County requested a policy governing the use of incentives in Mental Health Court; and

WHEREAS, Mental Health Court Judge Katy Butler and Mental Health Court Program Manager Tara Symons have worked with the Prosecuting Attorney's office to develop a policy governing the use of incentives in the Mental Health Court program; and

WHEREAS, the policy is informed by *best practices* as established by The National Association of Drug Court Professionals for therapeutic courts; and

WHEREAS, the policy writers researched similar practices and funding sources in multiple other jurisdictions to ensure appropriate use of program funds; and

WHEREAS, the prosecuting attorney's office has reviewed and recommends the adoption of the policy; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington adopts Mental Health Court policy 01.020.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

\_\_\_\_\_ of Benton County, Washington.

Original: Mental Health Court  
Copies: District Court

T Symons

Benton County District Court – Mental Health Court

Effective date: \_\_\_\_\_

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**POLICY 01.020 MENTAL HEALTH COURT INCENTIVES**

---

**Introduction and Background:**

The Benton County District Court Mental Health Court seeks to follow evidence-based best practices pertaining to the use of program incentives to improve the effectiveness of Mental Health Court interventions for program participants.

The National Association of Drug Court Professionals (NADCP) has developed and published the *Adult Drug Court Best Practice Standards*, which provides guidance on, among other things, the use of program incentives. The framework provided by the NADCP is currently applied to various therapeutic court models including Mental Health Courts. Regarding the use of program incentives, the *Adult Drug Court Best Practice Standards* instructs:

“Courts should not apply a rigid template when administering sanctions and incentives. Studies reported significantly better outcomes when the (Drug) Court team reserved a reasonable degree of discretion to modify a presumptive consequence in light of facts presented in each case.”

According to *Principles of Drug Addiction Treatment for Criminal Justice Populations* published by the National Institute on Drug Abuse, a balance of rewards and sanctions for individuals participating in treatment encourages pro-social behavior and treatment participation. The contingency management approaches, utilized in treatment courts and evidence-based criminal justice programs, require the provision of tangible incentive rewards, such as coffee cards, movie passes, and similar rewards. Similarly, the MacArthur Foundation and the Council of State Governments Justice Center, in an article titled *Mental Health Courts: A Guide to Research-Informed Policy and Practice*, provide that “incentives reward adherence to the treatment plan or other court conditions, motivate participants to engage in treatment, and, paired with sanctions are considered one of the 10 Essential Elements of a Mental Health Court.”

As indicated by evidence-based best practice research, incentive rewards are an integral component to therapeutic court program success, and taxpayers benefit significantly from the cost benefits generated by program success. Successful programs result not only in better participant outcomes, but also in subsequent reduction in criminal recidivism. The expenditure of Public Safety Sales Tax (a .03% sales and use tax adopted pursuant to RCW 82.14.450) on incentive rewards to support the Mental Health Court program serves a fundamental government purpose. Further, incentive rewards are provided to Mental Health Court program participants in consideration of their successful program participation and not with donative intent.

**Purpose:**

To ensure the efficient use of incentives for Mental Health Court participants in accordance with and in furtherance of the policies supporting the use of program incentives.

**Definitions:**

For the purposes of this policy, the following definitions apply:

“Consequence” means the result or effect of a participant’s actions and may include incentives, sanctions and therapeutic adjustments provided or imposed by the Mental Health Court.

“Incentive” means a consequence for a participant’s behavior that is desired by the participant such as a gift or gesture used to reinforce positive behavior.

“Sanction” means a consequence for a participant’s behavior that is not desired by the participant.

**Scope:**

This policy pertains to all Mental Health Court program staff and affiliates.

**Responsible Party:**

The Mental Health Court Judge and the Mental Health Court Program Manager are ultimately responsible for policy compliance.

**Policy:**

Incentives will be used by the Mental Health Court as a direct consequence of participants’ behavior to incentivize productive behavior. Incentives will be used to reward desired behavior, celebrate accomplishments, and encourage compliance with the requirements of the Mental Health Court program. Incentives may be applied to an entire group.

The Mental Health Court shall adopt a schedule setting forth, at a minimum: (1) the types or categories of incentives that will be used, including the monetary value of the incentive, if any; and (2) the conditions under which each type of incentive will be rewarded to a participant. The schedule may be revised and/or updated by the Mental Health Court as needed. The schedule adopted by the Mental Health Court shall be made available for public inspection and copying. The Mental Health Court reserves the right to exercise discretion in awarding incentives, notwithstanding the schedule. Deviations from the schedule will be documented.

In adopting an incentives schedule, the Mental Health Court shall comply with the following:

- In using incentives of monetary value, the incentive should be of the lowest monetary value necessary to achieve the desired outcome;
- Behaviors and/or accomplishments rewarded with an incentive may include, but are not limited to: moving to a higher phase in the Mental Health Court program; obtaining a job; obtaining a driver's license; and achieving a personal milestone;
- Incentives of monetary value may include, but are not limited to: a water bottle; a snack basket; a graduation cake; gift cards (maximum value \$30.00); a journal; movie passes; and other items; and
- The monetary value of an incentive may not exceed \$30.00.

The use of incentives of monetary value shall be documented as outlined in Procedure# 02.020.

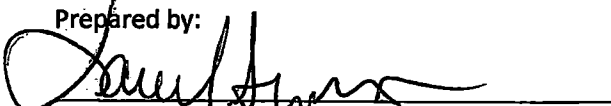
Tangible goods that have been donated to the Mental Health Court program for the purpose of being distributed to and used by participants on an as-needed basis are not incentive rewards. The receipt and distribution of such tangible goods are governed by Policy# 01.010. Such tangible goods may include, for example: hygiene products; school supplies; and other similar items.

**Other resources:**

RCW 2.30.020 Therapeutic Courts – Definitions – “Specialty court” and “therapeutic court”  
<http://app.leg.wa.gov/RCW/default.aspx?cite=2.30&full=true#2.30.020>

*A multi-site study of the use of sanctions and incentives in mental health courts, a study by the U.S. National Library of Medicine, which found that “incentives are considered crucial to the functioning of Mental Health Courts.”*  
<http://www.ncbi.nlm.nih.gov/pubmed/22563803>

Prepared by:

  
Tara Symons, MSW/MBA, Mental Health Court Program Manager

Approved as to form:

  
Michaela Murdock, Deputy Prosecuting Attorney

Benton County District Court – Mental Health Court

Effective date: \_\_\_\_\_

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**MENTAL HEALTH COURT INCENTIVE SCHEDULE**

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<b>Incentivized Behavior</b>	<b>Incentive</b>	<b>Maximum value</b>
<b>Successful completion of Phase 1</b>	Example: bracelet, water bottle, certificate	\$5.00
<b>Successful completion of Phase 2</b>	Example: journal, gift card	\$10.00
<b>Successful completion of Phase 3</b>	Example: movie pass, bowling pass, book	\$15.00
<b>Graduation from MHC</b>	Example: Cake, gift card	Gift card: \$30.00; other (cake): \$30.00.
<b>Obtaining a job, obtaining a driver's license, obtaining a GED, completing treatment, attending all appointments, achieving a personal milestone, etc.</b>	Example: Gift card, book, movie pass	\$30.00

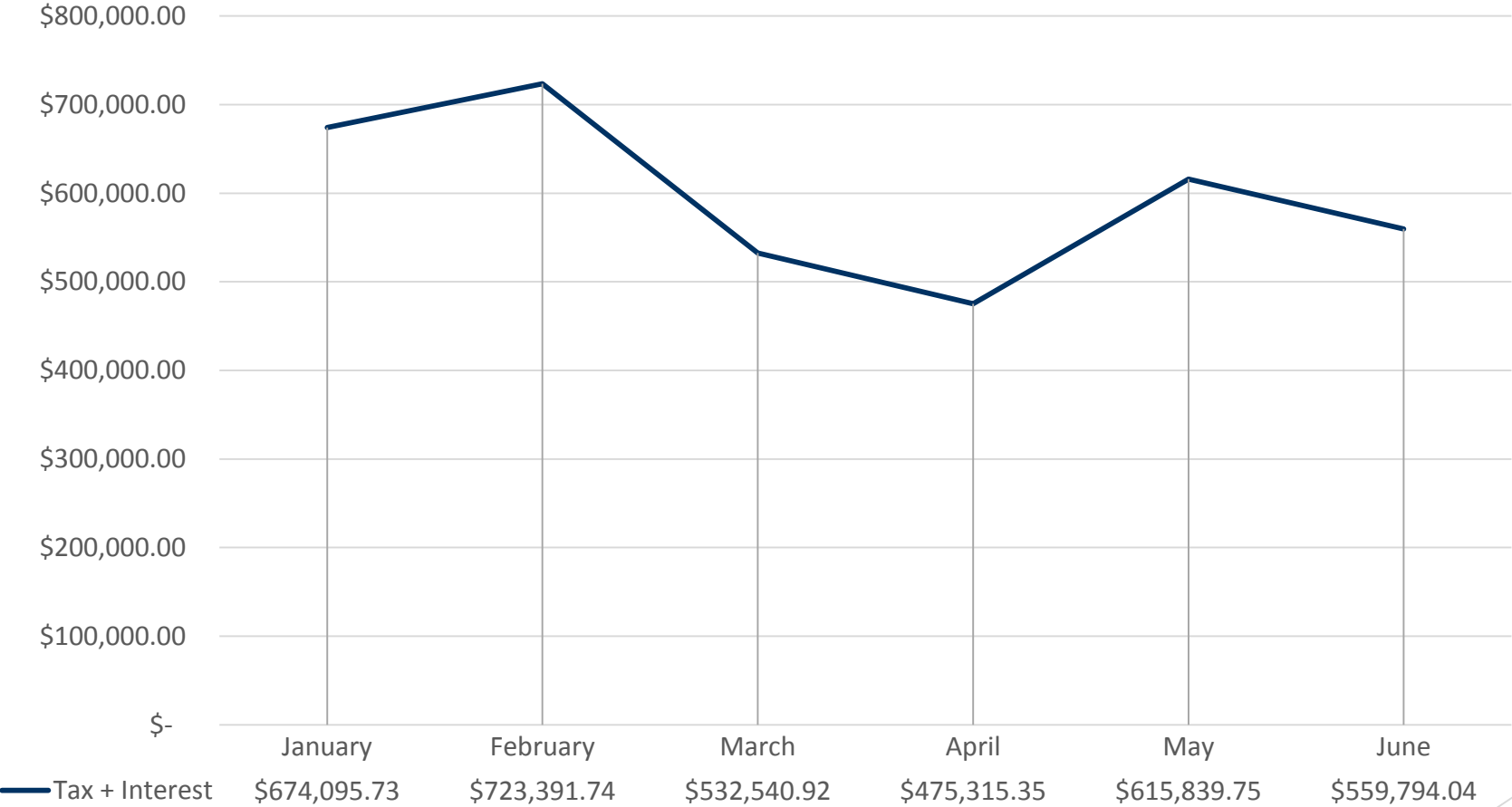
# Public Safety Tax

2017 Mid-Year Update

*2017-2018 Biennium*

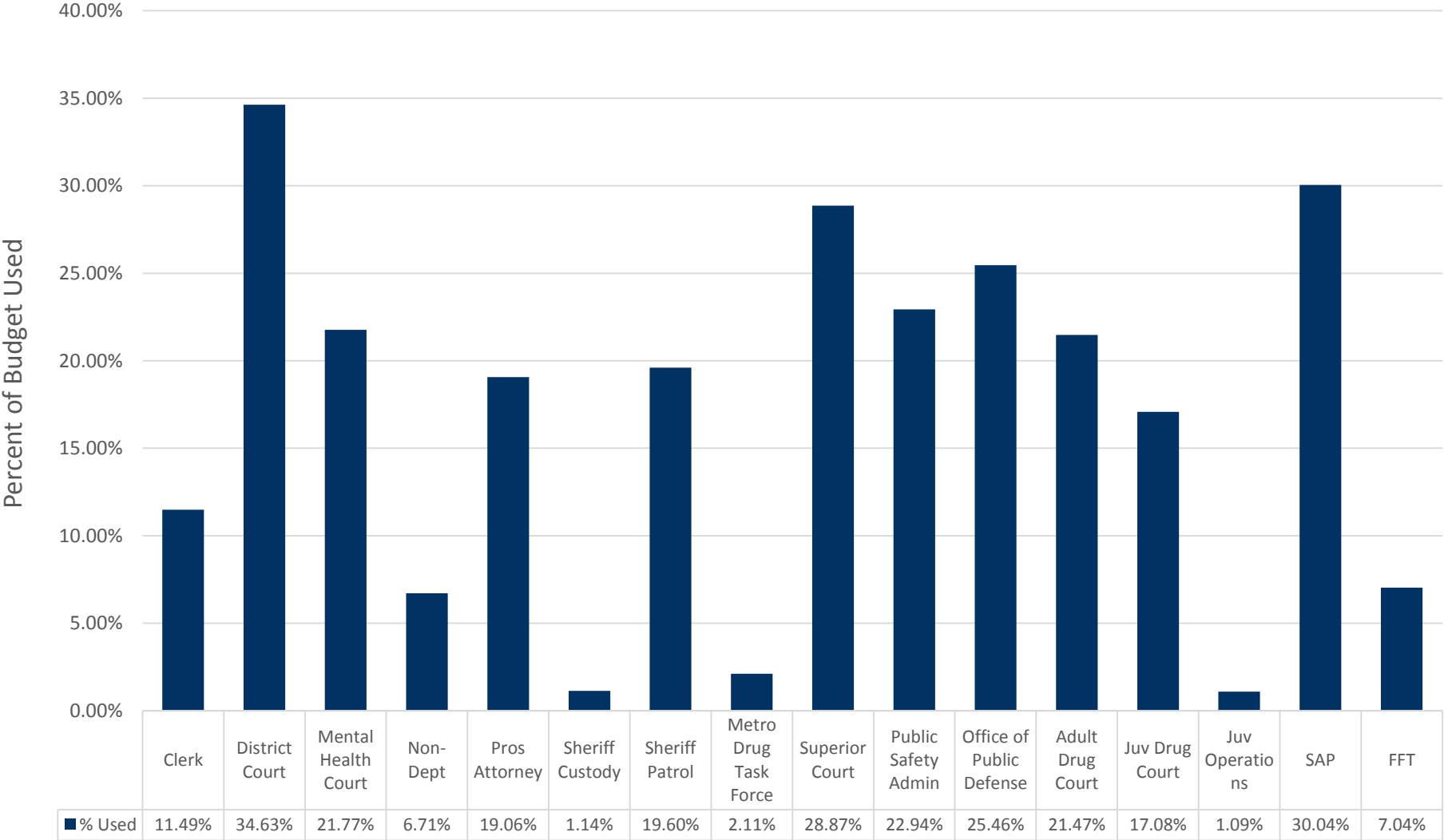
# Revenues

*\*As of June 30, 2017*



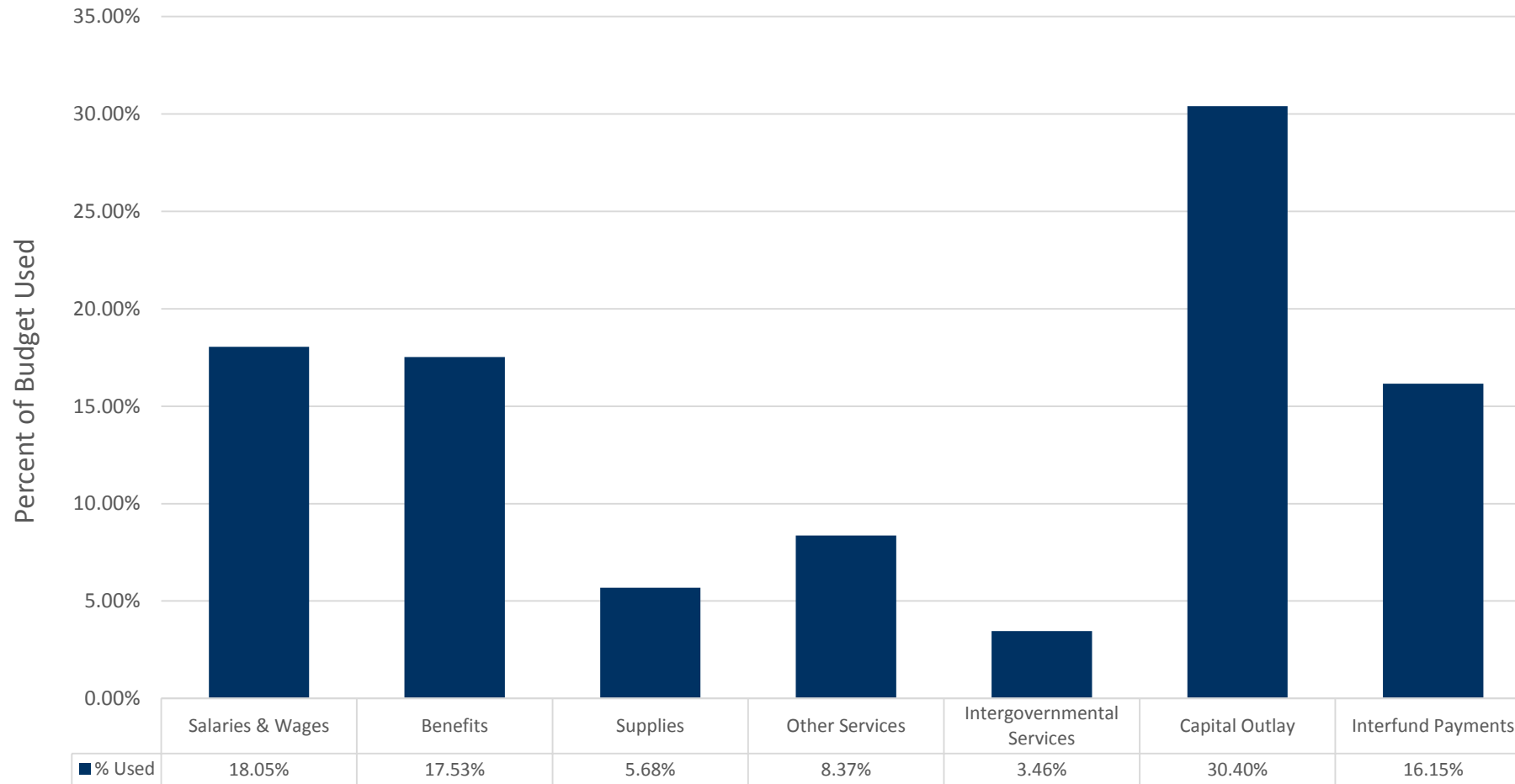
# Expenditures by Department

*\*As of June 30, 2017*



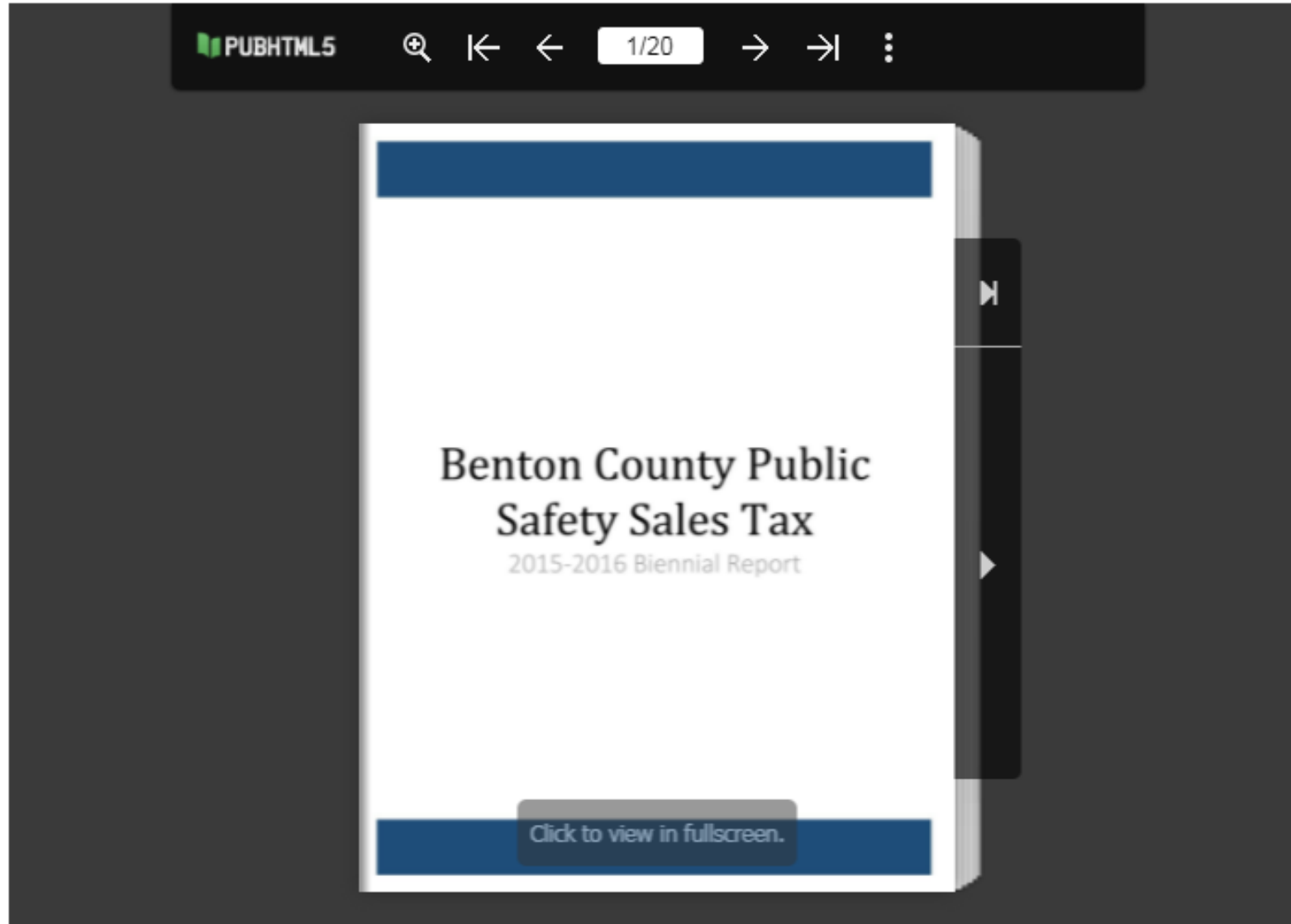
# Expenditures by Category

*\*As of June 30, 2017*



# 2015 - 2016 Public Safety Tax Biennial Report

*\*Graph sources: Revenue and expenditure reports listed above. Budgets and expenditures reflect full biennial budget (2015-2016).  
Click to expand to full screen or download flipbook as a PDF.*




**RESOLUTION**      **2017 627**

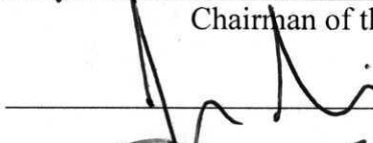
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

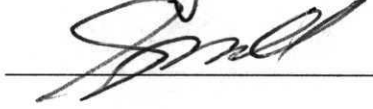
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
PUBLIC SAFETY TAX FUND, CLERK BUDGET, FUND NUMBER 0148101  
DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2017-2018 budget.

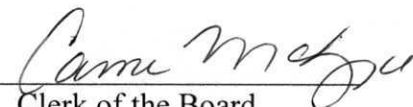
Dated this 19 day of Sept, 2017

  
\_\_\_\_\_  
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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Public Safety Tax, Clerk

Fund Nbr: 0148101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

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	4103	Professional Services	\$77,900	512.300	1224	LPA III	\$77,900
512.300	4103	Professional Services	\$6,000	512.300	2102	Social Security	\$6,000
512.300	4103	Professional Services	\$17,100	512.300	2103	Medical Insurance	\$17,100
512.300	4103	Professional Services	\$8,710	512.300	2104	Retirement	\$8,710
TOTAL			\$109,710	TOTAL			\$109,710

**Explanation:**

I need to transfer funds from professional services so that I may hire my other allotted LPA III position. I did not request funds due to the fact that I was waiting for the Superior Court to begin a new exparte docket. This requires a clerk present in the courtroom at all times during the docket. The funds in professional services was placed there to fund 2 financial screeners that I have not hired as of yet. We are still working on putting together that pilot project.

Prepared by: *Fasih Dal.*

Date: 12-Sep-2017

Approved  Denied

Date: 9-19-2017

*James R. Beaucy* Chairman

*[Signature]* Member

*[Signature]* Member

# RESOLUTION

2017 628

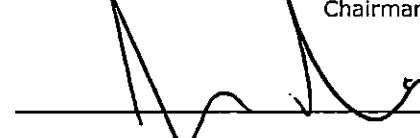
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101 DEPARTMENT NUMBER 122, SHERIFF METRO DRUG TASK FORCE.

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 Sept., 2017

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Metro

Dept Nbr: 122

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
521.210.	3201	Vehicle Fuel	\$ 1,000	521.210.	5119	EDC 800 Mhz User Fees	\$ 1,000
<b>TOTAL</b>			<b>\$1,000</b>	<b>TOTAL</b>			<b>\$1,000</b>

**Explanation:**

To appropriate funding in the Public Safety Fund 0148101 Dept 122 Sheriff Metro Drug Task Force for 800 Mhz User Fees.

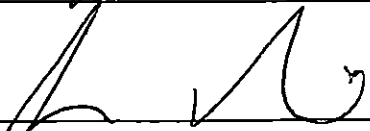
Prepared by: Linda Ivey


Date: 05-Sep-2017

Approved  Denied

Date: 9-19-2017

  
\_\_\_\_\_ Chairman

  
\_\_\_\_\_ Member

  
\_\_\_\_\_ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>8/22/2017</u>	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: <u>PST Dept. 120 &amp; Dept 121 Line Item Transfer</u>	Pass Resolution <u>  X  </u>	Public Hearing _____
Prepared by: <u>Linda Ivey</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>J. Hatcher</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Sheriff's Office is requesting to transfer funds from Public Safety Tax Dept. 120 to Dept. 121 for 1 ICAC Detective position, 1 Gang Detective position and a swing shift Detective/Community Liaison position.

The Internet Crimes Against Children Task Force Program (ICAC) helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This support encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. The ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity.

By funding a detective to serve on the established regional ICAC taskforce, we will be collaborating with the Richland and Kennewick Police Departments to better protect the children in rural Benton County.

The second position requested will increase the capacity and effectiveness of the Benton County Gang Team. Since the Gang Team was formed in 2011 the complexity of crimes investigated by the Gang Team has dramatically increased. Nearly all investigations of criminal gang activity include the analysis of electronic data including computers and personal communication devices. This added investigative technique has yielded great success but has also extremely time consuming. With the addition of a Gang Unit Detective we will ease this burden and thus be able to continue to focus on areas that have also seen an increase such as graffiti and other crimes of public interest involving gangs.

Lastly, as stated above, the typical crime committed is becoming more and more complex. This complexity often requires detectives and deputies to search and conduct analysis on home and portable electronic devices of both suspects and victims. Additionally there is an ever increasing number of businesses and citizens with video surveillance equipment that requires analysis for the successful identification and prosecution of criminal behavior. With the approval for funding the Sheriff's Office will be assigning a detective to work a modified shift to ensure that patrol deputies, who are not uniquely qualified to collect and analyze electronic evidence, have this specialized skillset available to respond and investigate complex crimes in a timely manner. This Detective will also serve as a liaison between the Detectives Division and Gang Team to ensure that regardless of when or where the crimes occur, the proper resources are deployed to guarantee the best possible result for victims in Benton County.

Funding for the ICAC Detective Position, a Gang Team Detective and a swing shift Detective/Community Liaison Officer is requested by transferring wages and benefits from Public Safety Tax Dept. 120 to Dept. 121. The reallocation of funds involved removing funding from 2 Inmate Processing Specialist and 4 Custody Officer positions in Department 120. The reallocations are budget neutral.

A new base sub for the ICAC Detective (521.2xx- to be assigned) is requested to separate expenses unique to the ICAC program such as the additional training/travel, overtime, and licensing requirements (similar to the Registered Sex Offender sub base 521.242 in Current Expense Dept. 121).

**SUMMARY**

Transfer funds from Public Safety Tax Dept. 120 to Dept. 121 for 1 ICAC Detective position and 2 Deputy Positions.

**RECOMMENDATION**

Approve the Resolution authorizing the line item transfer.

**FISCAL IMPACT**

None. The line item transfer is budget neutral.

**MOTION**

# Boys & Girls Clubs of Benton and Franklin Counties

A presentation prepared for:  
**Benton County Commissioners**

# Our Mission

To empower all young people, especially those who need us most, to realize their full potential as *productive*, *caring*, *responsible* citizens.



*"I am just one of more than 2,300 youth in our area who depend on the Club to be the safe and positive place we need it to be, with caring staff who are always there for us."*

— Sebastian 'Zebbie' Castilleja  
Club Alumni, Age 18



**GREAT FUTURES START HERE.**

# A Proven Solution!

## National Surveys Found:



## Club Alumni (Nationally):

- 90% graduated from high school
- 80% gained more positive attitudes toward fitness/health
- 85% credit the Club with teaching right from wrong
- 78% say the Club kept them out of trouble with the law

# Local Club Impact

- Our Clubs serve over **2,300 youth** annually, ages 1 to 18 years
- Our Clubs are open more than **250 days a year**—weekdays after school and during summer months
- On any given weekday nearly **700 Club members** walk through the doors of our 14 Club locations throughout the Tri-Cities and Prosser
- Average daily attendance has increased by **30 percent** since 2014



# Kennewick Clubhouse

The new Clubhouse will be a place where members:

- Stay on track to graduate high school prepared for their future!
- Learn to eat healthy and stay active while participating in programs that promote wellness and self respect
- Grow into leaders and civically engaged citizens

In short, they acquire the tools they need to:

**Learn, Live, and Lead**



*"Since joining the Club my sophomore year of high school, I've felt so much support and love from the staff. They have now given me the drive and confidence to apply to grad school to become a pediatric dentist."*

— Brenna Cherry  
Club Alumni, Age 22

# Kennewick Clubhouse

## Kennewick Clubhouse Capital Campaign

A group of Kennewick community leaders has already begun the process of bringing a Clubhouse to Kennewick:

- A 2.1 acre parcel of land has been purchased
- Senator Sharon Brown has secured a state capital allocation of \$500,000
- Leadership support and momentum for the Kennewick Clubhouse is growing!



# Kennewick Clubhouse



Club leadership has identified an area in Kennewick with a desperate need for a Clubhouse:

- 900 school-age children live in thirteen Section 8 apartment complexes & surrounding homes
- Kennewick lacks programs and outreach dedicated to changing lives and is in need of support and intentional community
- Challenges associated with poverty are abundant here:
  - Lower academic performance
  - Chronic absenteeism
  - Underemployment
  - Increased crime
  - Housing insecurity



BOYS & GIRLS CLUBS  
OF BENTON AND FRANKLIN  
COUNTIES

**GREAT FUTURES START HERE.**

# Kennewick Clubhouse

## The new Clubhouse will:

- Be open more than 250 days a year
- Help break the cycle of crime, poverty, and hopelessness
- Offer a support system of caring adults and mentors



# Kennewick Clubhouse



# Kennewick Clubhouse

## The new Clubhouse will:

- Include 20,000+ square-feet of program space
- Provide a safe, positive, and efficient environment that is well suited to the population it will serve



# Project Requirements & Budget

***Kennewick Clubhouse: \$4.3M***

The goal of the Kennewick Clubhouse Capital Campaign is \$4.3 million. The total cost of the project includes construction of a 20,000 square-foot Clubhouse, landscaping, equipment, architectural design, engineering fees and permits, and an annual fund subsidy.

*“When I see the construction of a Boys & Girls Club and all the steel, the cinderblock work, electrical work, and AC work that goes into building a Club, I think to myself ‘it takes about this much work to build a jail.’ And that is something we have been doing far too much of in recent years... We need to **stop building jails** and get back to what we know how to do as Americans, and that is to **build our children.**”*

– General Colin Powell

Four Star General, United States Army



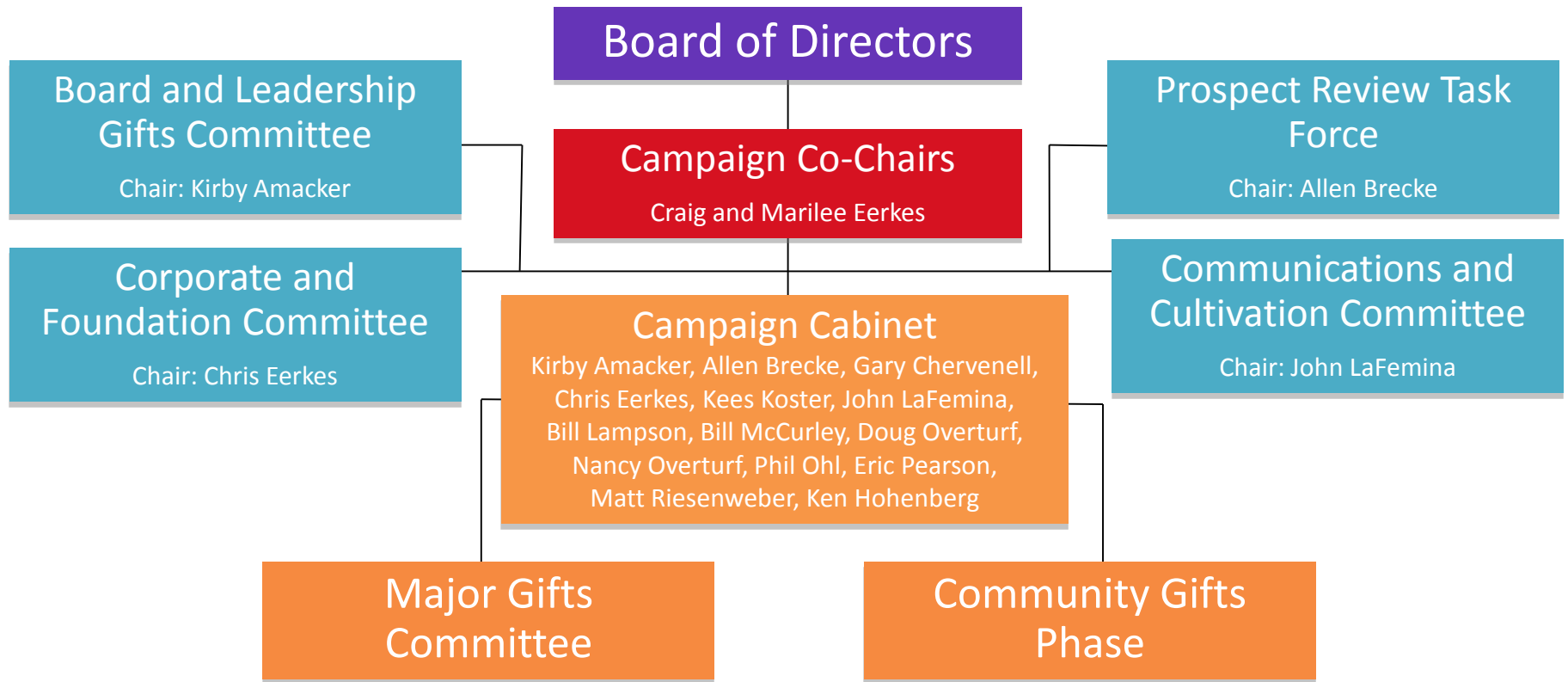
**GREAT FUTURES START HERE.**

# Plan and Progress

***Kennewick Clubhouse: \$4.3M***

Number of Gifts Needed	In the Range of	Will Produce	Number of Gifts Secured	Raised to Date 74% of Goal
1	\$1,000,000 +	\$1,000,000	1	\$1,000,000
2	\$500,000 – \$999,999	\$1,000,000	1	\$500,000
3	\$250,000 – \$499,999	\$750,000	2	\$500,000
5	\$100,000 – \$249,999	\$500,000	6	\$660,000
10	\$50,000 – \$99,999	\$500,000	4	\$200,000
14	\$25,000 – \$49,999	\$350,000	9	\$245,000
Many	Under \$25,000	\$200,000	10	\$65,240
Totals		\$4,300,000	33	\$3,170,240

# Chart of Organization



# Our Mission

To empower all young people, especially those who need us most, to realize their full potential as *productive*, *caring*, *responsible* citizens.



*"I am just one of more than 2,300 youth in our area who depend on the Club to be the safe and positive place we need it to be, with caring staff who are always there for us."*

— Sebastian 'Zebbie' Castilleja  
Club Alumni, Age 18



## GREAT FUTURES START HERE.

# GREAT FUTURES START HERE.



## THANK YOU!

*Benton County Commissioners*

*Your generosity and involvement will help  
open the doors to a brighter future.*

RESOLUTION

2017 767

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXPENDING FUNDS FROM THE PUBLIC SAFETY TAX FUND TO PURCHASE LIBERTY 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 Liberty 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: **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).

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 Public Safety Tax fund for the purchase of 5 additional licenses to access Liberty.

Dated this 14 day of Nov., 2017

James P. Beare  
Chairman of the Board

JEROME DELVIN - ABSENT

[Signature]  
Member

[Signature]  
Member  
Constituting the Board of County Commissioners of Benton County, Washington.

Attest: [Signature]  
Clerk of the Board

cc: Clerk, Auditor



**TECHLINE**  
COMMUNICATIONS, INC.

Remit To: 1010 Turner Way East Seattle, WA 98112  
Ph: (206) 527-3450 Ext: 305; Fax: (206) 522-7063  
Email: lorib@techlineinc.com

**INVOICE**

**Invoice #** AAAQ1272  
**Date** 11/01/2017  
**Sales Rep.** Lori Boyle  
**Customer PO**

**Sold To:**

Benton County  
Josie Delvin  
7122 West Okanogan Place  
Kennewick WA  
99336

**Ship To:**

Benton County  
Josie Delvin  
7122 West Okanogan Place  
Kennewick WA  
99336

Qty	Description	Unit Price	Ext. Price
5	LibertyNET Fixed Client License	\$995.00	\$4,975.00
1	LibertyNET Client Bundle Discount Discount of 5 clients for the price of 4	-\$995.00	-\$995.00
1	LibertyNET Incremental Software Subscription Upgrade &Telephone Technical Support Includes Unlimited Technical Telephone/Email Support Directly from TechLine Communications, Mon-Fri 8 AM- 5PM PST, Except Holidays. All software upgrades for 1 year.	\$995.00	\$995.00

SubTotal	\$4,975.00
Sales Tax	\$427.85
<b>Total</b>	<b>\$5,402.85</b>

# RESOLUTION 2017 841

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

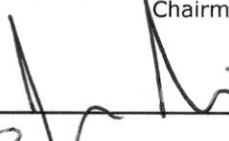
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101 DEPARTMENT NUMBER 121, SHERIFF PATROL.

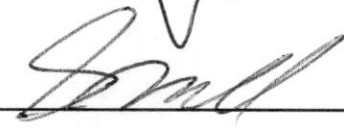
BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this 12 day of Dec, 2017

**JAMES BEAVER-ABSENT**


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

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

Attest:

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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

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
521.210.	1951	Deputy	\$ 92,584	521.210.	1951	Sergeant	\$ 97,584
521.210.	1494	Detective	\$ 5,000				
<b>TOTAL</b>			<b>\$97,584</b>	<b>TOTAL</b>			<b>\$97,584</b>

**Explanation:**

To appropriate funding in the Public Safety Fund 0148101 Dept 121. Line item transfer appropriated funding and revises line item 521.210.1951 from a Deputy Position to a Sergeant Position. Line item 521.210.1494 transfer appropriates additional funding for the Sergeant Position.

Prepared by: Linda Ivey

Date: 05-Dec-2017

Approved  Denied

Date: 12-12-2017

**JAMES BEAVER-ABSENT**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# RESOLUTION

2017 842

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 & GIRLS  
CLUB OF BENTON AND FRANKLIN COUNTIES' PROSSER TEEN PROGRAM  
INVESTMENT**

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-912 dated November 22, 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 ninety thousand dollars and zero cents (\$90,000.00); and

**WHEREAS**, this first amendment is necessary to extend the duration of services provided by the CONTRACTOR through 2018 and to increase the Contract amount to provide continued services through 2018; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment extending the Contract duration through December 31, 2018 and increasing the Contract amount by ninety thousand dollars and zero cents (\$90,000.00) for a total 2017-2018 contract amount not to exceed one hundred eighty thousand dollars and zero cents (\$180,000.00); and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto.

Dated this 12 day of Dec, 2017

JAMES BEAVER-ABSENT

\_\_\_\_\_  
Chairman of the Board  
\_\_\_\_\_  
Chairman Pro-Tem  
\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**FIRST AMENDMENT TO  
PERSONAL SERVICES CONTRACT  
BETWEEN**

**BENTON COUNTY AND BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**

This Contract Amendment, made and entered into this 12 day of Dec, 2017 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 & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**, with its principal offices at 2110 W Henry Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

**Recitals**

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-912 dated November 22, 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 ninety thousand dollars and zero cents (\$90,000.00).

**WHEREAS**, both parties have agreed this First Amendment to the Contract is necessary to extend the term of the services provided by CONTRACTOR through December 31, 2018 and increase the compensation an additional ninety thousand dollars and zero cents (\$90,000.00), for a total Contract amount not to exceed one hundred eighty thousand dollars and zero cents (\$180,000.00); 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 B and C referenced in Section 1 are hereby deleted and replaced with the following documents attached hereto:
  - i) Exhibit B, 2017-2018 Progress Reporting & Measures; and
  - ii) Exhibit C, Prosser Teen Program Investment (January 2017 - December 2018).
  
- b) Section 2. **DURATION OF CONTRACT** - is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin January 1, 2017, 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:

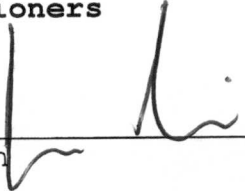
For the services performed hereunder, the CONTRACT shall be paid as follows:

- 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, "Prosser Teen Program Investment (January 2017 - December 2018" which is attached hereto and incorporated herein by reference. Accordingly, for the period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by the COUNTY in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00). For the period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated by the COUNTY in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00), for a total 2017-2018 contract amount not to exceed one hundred eighty thousand dollars and zero cents (\$180,000.00).

**IN WITNESS WHEREOF**, the Parties to this Contract Amendment have executed this Amendment to take effect upon the signature of both parties.

Dated: 12-12-2017

**Benton County Board of Commissioners**

  
\_\_\_\_\_  
Chairman

Dated: 12/4/17

**Boys & Girls Clubs of Benton and Franklin Counties**

  
\_\_\_\_\_  
Signature

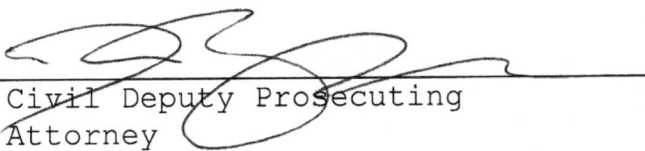
Executive Director  
Title

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

## Exhibit B: 2017-18 Progress Reporting & Measures

Boys & Girls Clubs of Benton & Franklin Counties  
 801 N. 18<sup>th</sup> Ave.  
 Pasco, WA 99301

# 2017 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

## Exhibit B: 2017-18 Progress Reporting & Measures

Boys & Girls Clubs of Benton & Franklin Counties  
 PO Box 1322  
 Pasco, WA 99301

# 2018 Progress Report

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Maintain enrollment of no fewer than 75 teen members through 12/31/2018.	
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 9/30/2018	

BUDGET OVERVIEW			
	TOTAL BUDGET	INVOICED	REMAINING BUDGET
Personnel			
Operating Budget			

Signature

Date

**Exhibit C: Prosser Teen Program Investment (January 2017 – December 2018)**

<b>Prosser Teen Program Investment</b>			
<b>Item</b>	<b>2017</b>	<b>2018</b>	<b>17-18 Total</b>
<b>Personnel Expenses</b>	\$ 79,534.00	\$ 72,059.00	\$ 151,593.00
<b>Supplies</b>	\$ 14,875.00	\$ 21,375.00	\$ 36,250.00
<b>Other</b>	\$ 19,700.00	\$ 19,500.00	\$ 39,200.00
<b>Expense Total</b>	\$ 116,126.00	\$ 114,952.00	\$ 231,078.00
<b>Benton County Budget Amount</b>	\$ 90,000.00	\$ 90,000.00	\$ 180,000.00

**Exhibit C: Prosser Teen Program Investment (January – December 2017)**

<u>Item</u>	<u>Description</u>	
<b>Personnel Expenses</b>		
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
	<b>Subtotal:</b>	\$ 1,330.00
Benefit Allocation	15% (PT and FT average)	\$ 199.50
	<b>Weekly Expense</b>	\$ 1,529.50
	<b>Total Personnel Expenses (52 weeks):</b>	\$ 79,534.00
<b>Supplies</b>		
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
	<b>Supply Expenses:</b>	\$ 14,875.00
<b>Other</b>		
Furniture	Furniture for program spaces	\$ 1,500.00
Field Trip Expense	Experiential 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
	<b>Other Expenses:</b>	\$ 19,700.00
	<b>Expense Total:</b>	\$ 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:

Adrienne Deen, Marketing Director: [adrienne.deen@greatclubs.org](mailto:adrienne.deen@greatclubs.org)  
 Chandra Burns, Director of Operations: [chandra@greatclubs.org](mailto:chandra@greatclubs.org)  
 Chris Cisneros, Interim Branch Director: [chris.cisneros@greatclubs.org](mailto:chris.cisneros@greatclubs.org)

**Exhibit C: Prosser Teen Program Investment (January – December 2018)**

<u>Item</u>	<u>Description</u>	
<b>Personnel Expenses</b>		
* Director of Marketing	1 hour per week x \$30 per hour	\$ 30.00
Branch & Program Director	Administrative oversight 8 hrs per week x \$25 per hour	\$ 200.00
* Director of Operations	1 hours per week x \$30 per hour	\$ 30.00
Director of Finance	1 hour per week X \$25 per hour	\$ 25.00
* Teen Coordinator	Planning, preparing, & implementing programs 40 hrs per week x \$14 per hour	\$ 560.00
Program Support Staff	30 hrs per week x \$12 per hour	\$ 360.00
		<b>Subtotal:</b> \$ 1,205.00
Benefit Allocation	15% (PT and FT average)	\$ 180.75
		<b>Weekly Expense</b> \$ 1,385.75
		<b>Total Personnel Expenses (52 weeks):</b> \$ 72,059.00
<b>Supplies</b>		
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
* Bus Passes	30 bus passes for teens to get to Club	\$ 750.00
Teen Late Nights	\$200 per event x 24 events per year	\$ 4,800.00
* Snacks	30 Youth per month X \$1.50 X 250 days	\$ 11,250.00
Office Supplies	\$15 per month	\$ 75.00
		<b>Supply Expenses:</b> \$ 21,375.00
<b>Other</b>		
Furniture	Furniture for program spaces	\$ 1,500.00
Field Trip Expense	Experiential learning opportunities	\$ 4,000.00
Fuel for Field Trips	\$40 per month x 12 months	\$ 480.00
* Vehicle Maintenance	Maintenance of Prosser Club Van	\$ 300.00
Staff Training	Staff development and program training	\$ 1,500.00
* Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets	\$ 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
		<b>Other Expenses:</b> \$ 19,500.00
		<b>Expense Total:</b> \$ 112,934.00

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.

**\* Changes from 2017:**

**Personnel:** The Director of Marketing & Director of Operations are now billing only 1 hour per week for grant administration. The Executive Director is no longer included. The teen coordinator is now working 40 hours. This necessitates less time from the Branch and Program Director.

**Supplies:** We noted this year that bus passes were needed by teens so we added 30 to distribute throughout the year. A main teen programming component is food - so we increased the snack expense.

**Other:** The teen program utilizes the van for out-of-town trips and weekly for field trips. Annual maintenance will be needed this year, so a portion was added. Additionally, our Teen Coordinator will be doing more outreach and will need marketing materials.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
<b>Meeting Date:</b> <u>12/12/2017</u> <b>Subject:</b> <u>Filling Vacant Position</u> <u>per Res 2017-395</u> <b>Prepared by:</b> <u>L. Ivey</u> <b>Reviewed by:</b> <u>Jon Law</u>	<u>NEEDED</u> Execute Contract Pass Resolution <b>X</b> Pass Ordinance Pass Motion Other	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Schedule Bus X</b>

**BACKGROUND INFORMATION**

As required by Resolution 2017-395, the Board of Benton County Commissioners requires board approval prior to filling positions that have remained vacant since the adoption of the 2017-2018 budget.

The Sheriff’s Office requests to fill position 0148101.122.00000.521.210.1531, Detective in the Public Safety Tax Fund. The position has yet to be filled in the 2017-2018 budget.

**SUMMARY**

See above.

**RECOMMENDATION**

**FISCAL IMPACT**

No supplement required.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FILLING THE DETECTIVE POSITION IN THE PUBLIC SAFETY TAX FUND, 0148101.122.00000.521.210.1531 AS REQUIRED BY RESOLUTION 2017-395.

WHEREAS, Resolution 2017-395 states Board approval is required to post and fill positions that have remained vacant since the adoption of the 2017-2018 budget; and

WHEREAS, position 0148101.122.00000.521.210.1531, Detective in the Public Safety Tax Fund, has yet to be filled in the 2017-2018 budget; and

WHEREAS, the Sheriff's Office requests Board approval to fill position 0148101.122.00000.521.210.1531, Detective in the Public Safety Tax Fund;

**NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves the Sheriff's Office to fill the Detective position in the Public Safety Tax Fund, 0148101.122.00000.521.210.1531.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

# RESOLUTION

2017 879


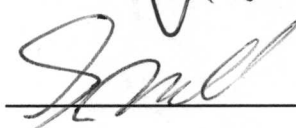
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148-101, DEPARTMENT NUMBERS 117

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

Dated this 19 day of Dec, 2017

**JAMES BEAVER-ABSENT**

  
Chairman of the Board  
  
Member  
Member

Attest:   
Clerk of the Board

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

cc: Dept., Auditor, File,

Prepared by:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.303	4102	Contract Services	\$86,500	515.300	1355	Legal Secretary VII	\$55,894
				515.300	2102	Social Security	\$4,290
				515.300	2103	Medical Insurance	\$14,839
				515.300	2104	Retirement	\$7,000
				515.300	3101	Supplies	\$660
				515.300	3503	Computer Software	\$350
				515.300	3508	Computer Replacement	\$1,595
				515.300	4201	Postage	\$600
				515.300	4905	Training	\$1,050
				515.300	9101	IT Administration Assessment	\$222
TOTAL			\$86,500	TOTAL			\$86,500

**Explanation:**

This transfer is to establish a new Legal Secretary VII position as per direction given by Board of Benton County Commissioners during the December 12, 2017 Board Meeting.

Prepared by:

Date:

Approved  **JAMES BEAVER-ABSENT** Denied

Date: 12-19-2017

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# RESOLUTION

2017 880

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 121, SHERIFF PATROL.

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 Dec, 2017

**JAMES BEAVER-ABSENT**

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

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
521.210.	3501	Minor Tools & Small Equipment	\$ 9,600.00	521.210.	3508	Computer Replacement	\$ 9,600.00
TOTAL			\$9,600	TOTAL			\$9,600

**Explanation:**  
 To appropriate funding in the Public Safety Fund 0148101 Dept 121. Line item transfer appropriates funding for the purchase of 2 GETAC Laptops, HAVIS Vehicle Dock, Vehicle adapter and Ikey USB Keyboard.

Prepared by: Linda Ivey

Date: 07-Dec-2017

Approved:  Denied:

Date: 12-19-2017

**JAMES BEAVER ABSENT**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member