

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 04/12/22 BC 04/26/22		
<b>Subject:</b>	Amendment No. 1 to Professional Services Contract with Lutheran Community Services Northwest		
<b>Presenter:</b>	N/A		
<b>Prepared By:</b>	Rosa Garcia		
<b>Reviewed By:</b>	Darryl Banks		
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>		
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>		
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution	
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance	
		<input checked="" type="checkbox"/> Execute Contract	

## Summary / Background Information

The purpose of Professional Services Contract Amendment No.1 is to amend Section 3b ("Contract Representative") and Section 4 of the Contract ("Compensation") in its entirety to increase "Mental Health Clinician" rate from \$50 to \$55 per hours and decrease "Mental Health Supervisor" from 10 to 5 hours per week. The change in "Mental Health Supervisor" hours will save the Juvenile Justice Center \$400 per month.

The attached Professional Services Contract Amendment No. 1 shall begin April 1, 2022 and expires on December 31, 2022.

## Fiscal Impact

The amount not to exceed shall remain as \$300,000.00 to be paid out of Public Safety Tax Fund 171 Juvenile Operation. No supplement needed.

## Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract Amendment No. 1 between Lutheran Community Services Northwest and the Benton-Franklin Counties Juvenile Justice Center for services.

## Suggested Motion

Approved as part of consent agenda.

# JOINT RESOLUTION

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

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

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

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1 BETWEEN LUTHERAN COMMUNITY SERVICES NORTHWEST TO PROVIDE MENTAL HEALTH ASSESSMENTS, CRISIS MANAGEMENT, CASE PLANNING, COORDINATION OF SERVICES AND TRANSITIONAL COORDINATION OF CARE TO YOUTH IN DETENTION APPROVED BY BENTON COUNTY RES. NO. 2020 859 AND FRANKLIN COUNTY RES. NO. 2020 237

**WHEREAS**, Benton Franklin Counties Juvenile Justice Center currently contracts with Lutheran Community Services Northwest; and

**WHEREAS**, the purpose of Professional Services Contract Amendment No. 1 is to amend Section 3b ("Contract Representative") and Section 4 ("Compensation") of the agreement; and

**WHEREAS**, the Juvenile Administrator recommends entering into a new Professional Services Contract Amendment No. 1; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and approves the Professional Services Contract Amendment No. 1 between Lutheran Community Services Northwest and Benton Franklin Counties Juvenile Justice Center; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Professional Services Contract Amendment No. 1; and

**BE IT FURTHER RESOLVED**, the term of the attached Contract Amendment No. 1 commences April 1, 2022 and expires on December 31, 2022.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

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

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

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

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

#### JUDGES

Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown  
Hon. Joseph M. Burrowes  
Hon. Samuel P. Swanberg  
Hon. David L. Petersen  
Hon. Jacqueline I. Stam  
Hon. Norma Rodriguez

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



**DARRYL BANKS, Administrator**  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

**DARIN R. CAMPBELL**  
**ARTHUR D. KLYM**  
**DIANA N. RUFF**  
Court Commissioners

## PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Lutheran Community Services Northwest, 4040 South 188<sup>th</sup> Street, Suite 300, SeaTac, WA 98188 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2020 859 and executed on November 17, 2020 and Franklin County Resolution No. 2020 237 and executed on November 3, 2020 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 3(b) of the Contract ("Contract Representative") shall be amended and shall read:

- b. For COUNTIES:

Name:	David Wheeler, Interim Administrator
Address:	5606 W. Canal Pl., Ste. 106 Kennewick, WA 99336
Phone:	(509) 737-2745
Email:	David.Wheeler@co.benton.wa.us




2. Section 4 of the Contract ("Compensation"), shall be amended in its entirety and shall read:

- a. The CONTRACTOR will be paid at the rate of \$250.00 for each CDDA Mental Health Disposition Alternative Assessment up to four hours. Assessments over four hours will be paid at the agreed upon hourly rate of \$60.00 for each additional hour. Assessments taking in excess of four hours will need prior approval of the Probation Manager or Juvenile Court Administrator.
  - b. The Mental Health Clinician will be paid at a rate of \$55.00 per hour not to exceed 40 hours per week.
  - c. The Behavioral Interventionists will be paid at a rate of \$35.00 per hour not to exceed 20 hours per week.
  - d. The Mental Health Supervisor will be paid at a rate of \$60.00 per hour not to exceed 5 hours per week.

- e. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed three hundred thousand dollars (\$300,000.00).
- f. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- g. The CONTRACTOR may, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- h. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- i. 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 COUNTIES, the COUNTIES 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.
- j. 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.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract shall remain in full force and effect.

This Amendment shall be effective April 1, 2022 and shall expire December 31, 2022.

<b>Lutheran Community Services Northwest</b> 4040 S 188 <sup>th</sup> St, Ste 300 SeaTac, WA 98188	<b>Benton Franklin Counties Juvenile Justice Center</b> 5606 W Canal PL STE 106 Kennewick WA 99336-1388
 3/25/2022	 3/29/22
<b>David Duea</b> <b>President &amp; CEO</b>	<b>David Wheeler</b> <b>Interim Juvenile Court Administrator</b>
<b>BENTON COUNTY APPROVAL</b>  Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date	<b>FRANKLIN COUNTY APPROVAL</b>  Approved as to Form:  _____ Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____