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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A MAINTENANCE CONTRACT FOR THE COLOR COPIER IN THE BENTON COUNTY COMMISSIONERS' OFFICE AT THE PROSSER COURTHOUSE, PROSSER, WA

WHEREAS, the Benton County Commissioners Office entered into a lease agreement with Abadan on October 31, 2005 with Resolution 05-673 for leasing services for a colored copier; and

WHEREAS, the terms for this lease agreement will expire in October 2009; and

WHEREAS, the Benton County Commissioners also entered into a maintenance contract for service calls on the above mentioned equipment for a period of 12 months; and

WHEREAS, the Benton County Commissioners Office is satisfied with all services provided by Abadan and is requesting to renew the maintenance contract with Abadan for another 12 month period; **THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners approves the contract for maintenance services for the color copier from Abadan, PO Box 2930, Tri-Cities, WA 99302 based on the terms specified in the agreement; and

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is hereby authorized to sign the maintenance contract with Abadan.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Minolta Copier MAINTENANCE CONTRACT

New Renewal Revision

BENTON COUNTY COMMISSIONER
PO BOX 190
PROSSER, WA 99350

Installation Date: 11/01/05

Contract Effective: 11/01/08

Contact: Marilu Flores

Equipment Location: 620 Market Street
Prosser, WA 99350

Fax#: (509) 786-5625

E-Mail #: Marilu.Flores@Co.Benton.wa.u

For an annual, quarterly or monthly base charge plus overage charges, if any, our factory trained personnel will render service calls during regular business hours on the equipment listed below for a period of 12 months in accordance with the terms and conditions set forth on this page.

Model Number	Serial Number	Beginning Meter	BILLING: <input type="checkbox"/> ANNUAL <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> MONTHLY		
			Copy Allowance	Base Charge (in advance)	Charge Per Copy (in Arrears) <input checked="" type="checkbox"/> Overages <input type="checkbox"/> All Copies
C450	31102827		N/A	N/A	.11576
C450	31102827		2000	\$ 24.26	.012128

This contract covers service calls during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Includes parts, labor, developer and toner. Excludes all other consumable supply items (e.g. paper, staples, image units etc.) unless specifically listed.

Please see terms and conditions set forth on the reverse side of this agreement.

SERVICE E-MAIL servicecall@abadantc.com

METER READ E-MAIL meters@abadantc.com

Approved by Abadan:

Customer Acceptance:

Service Manager

Authorized Signature

Date

Date

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

RECEIVED

VENDOR #: 468770

FUND: HUMAN SERVICES #0108-101

IRS PUB 1542 SEP 26 2008

NAME: CARRIE ANNE PASOVA

MONTH: June 2008

Under www.IRS.GOV/IRS/PUBL1542

ADDRESS: 703 Comstock, Richland, WA

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

DATE	MEALS				TOTALS	RECEIPTS REQUIRED			TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED		
	BREAKFAST	LUNCH	DINNER			TRANSPORT (AIR/TAXI)	CAR RENTAL/ PARKING	REGISTRATION FEES/OTHER		PURPOSE	LOCATION	
6/4									21		Franklin Co. Commissioners	Pasco
6/4									4		GCBH mts	Kenn.
6/5									4		GCBH Board mts	Kenn.
6/9									16		Juv. Justice Network mtg	Pasco
6/10											The Arc	Richland
6/10									4		Funding Committee	Kenn.
6/11									20		Continuum of Care mts	Pasco
6/13									16.5		WA State Beh. Health Conf.	Yak.
6/19									4		GCBH mts. w/ Bill W.	Kenn.
6/19									82	225.50	Yakima Airport-NW Health	Yak.
6/25									62.5		Disparities Conf. - Seattle	
											Benton Co. Commissioners	Prosser

Miles: 382.5 @ .505/mile (effective 4/04)
 SUBTOTALS: \$ _____ \$ 225.50 \$ 193.16
 Meals Lodging Transport Rental Other

TOTAL REIMBURSEMENT REQUEST: \$ 418.66

CERTIFICATION
 I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: Carrie Anne Pasova
 Job Title: Human Services Director
 Approval: _____ Date: _____

BUDGET CODING		
DEPT	BASE SUB	OBJECT
560	560.110	4301
		AMOUNT
		418.66

5

INSURANCE IDENTIFICATION CARD - Washington

Policy Number: 66508578-6 Effective Date: 03/29/2008 to 09/29/2008

Insurer: Progressive Classic Insurance Co
P.O. Box 6807 Cleveland, OH 44101

Your Agent:
PEREZ INS AGENCY
509-457-4662

Named Insured:
ANDY PASCUA
CARRIE HUIE-PASCUA

Vehicles: Year	Make	Model	VIN
2002	Nissan	Pathfinder Le/Se	JN8DR09YX2W707384
1991	Nissan	Sentra 4D	JN1EB31P0MU018366
2003	Volvo	S60	VV1RS61T232253563

Form 4950 (12/07)

Carrie Pascua

From: Alaska/Horizon Airlines [Alaska.IT@AlaskaAir.com]
Sent: Tuesday, June 17, 2008 3:53 PM
To: Carrie Pascua
Subject: Alaska Airlines/Horizon Air Confirmation Letter for 6/19/08

Thank you for choosing Alaska Airlines / Horizon Air!

For questions, changes or cancellations on an Alaska Airlines or Horizon Air purchased or Mileage Plan award ticket, please call 1-800-ALASKAAIR (1-800-252-7522) for Alaska Airlines, or 1-800-547-9308 for Horizon Air. (If calling from Mexico, precede these telephone numbers with 001.)

For questions, changes, or cancellations on an American Airlines, British Air, Continental Airlines, Delta Air Lines or Northwest Airlines Partner Award ticket, please call the Partner Desk at 1-800-307-6912.

Confirmation Code: GOLCDJ

Name: HUIE PASCUA/CARRIE
Ticket Number: 027-2122397011
Base Fare: 191.62
Tax: 33.88
Total: 225.50
Mileage Plan: Alaska Airlines #*****711

REMINDERS AND RESTRICTIONS

This electronic ticket is not transferable. If you choose to change your itinerary, any fare increases and a change fee will be collected at the time the change is made.

PAYMENT INFORMATION

The amount of \$225.50 (USD) was charged to the Visa Card *****3277 held by CARRIE L HUIE-PASCUA on 6/17/2008, using electronic ticket number 027-2122397011. This document is your receipt.

ITINERARY

June 19 2008

Alaska Airlines 2001, operated by HORIZON AIR
Check-in with HORIZON AIR
Depart: Yakima, WA at 7:20 PM
Arrive: Seattle, WA at 8:00 PM
Seats: 5D, Y Class

June 20 2008

Alaska Airlines 2204, operated by HORIZON AIR
Check-in with HORIZON AIR
Depart: Seattle, WA at 3:35 PM
Arrive: Yakima, WA at 4:15 PM
Seats: 5A, Y Class

C

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08			
SUBJECT: Amendment to Professional Services Agreement for Civil Defense Panel Attorney - Diana L. Anderson		Executive Contract <u>xx</u>	
		Pass Resolution <u>xx</u>	
		Pass Ordinance	
		Pass Motion	
		Other	
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Diana L. Anderson. Ms. Anderson has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Ms. Anderson.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DIANA L. ANDERSON, THUS, AMENDING BENTON COUNTY RESOLUTION 07 670 AND FRANKLIN COUNTY RESOLUTION 2007 497, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Diana L. Anderson be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 670 and Franklin County Resolution 2007 497, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Diana L. Anderson, thus amending Benton County Resolution 07 670 and Franklin County Resolution 2007 497.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Diana L. Anderson**, attorney at law, Washington State Bar Association #18297 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

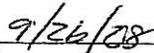
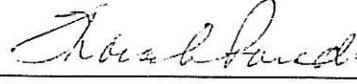
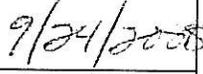
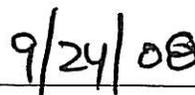
In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 670 dated September 17, 2007, and Franklin County Resolution No. 2007 497 dated September 24, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

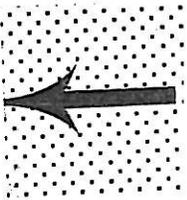
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
			
Diana Anderson	Date	Sharon A. Paradis	Date
Approved as to Form:		Indigent Defense Coordinator	
			
Timothy G. Klashke, Attorney at Law.....Date	Date	Rafael Gonzales	Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: _____	By: _____	
Name: <u>Claude Oliver</u>	Name: <u>Robert E Koch</u>	Name: <u>Robert E Koch</u>	
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>	
Date: _____	Date: _____	Date: _____	
Attest: _____	Attest: _____	Attest: _____	
Clerk of the Board: _____	Clerk of the Board: _____	Clerk of the Board: _____	



d

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	EXECUTIVE CONTRACT <u>XX</u> PASS RESOLUTION <u>XX</u> PASS ORDINANCE PASS MOTION OTHER	CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08				
SUBJECT: Amendment to Professional Services Agreement for Civil Defense Panel Attorney - Kathleen L. Moreno				
Prepared By:	Kathryn M. Phillips			
Reviewed By:	Sharon Paradis			

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Kathleen L. Moreno. Mrs. Moreno has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Mrs. Moreno.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES KATHLEEN L. MORENO, THUS, AMENDING BENTON COUNTY RESOLUTION 07 667 AND FRANKLIN COUNTY RESOLUTION 2007 494, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Kathleen L. Moreno be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 667 and Franklin County Resolution 2007 494, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Kathleen L. Moreno, thus amending Benton County Resolution 07 667 and Franklin County Resolution 2007 494.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Attest:

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Constituting the Board of
County Commissioners,
Franklin County, Washington

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Kathleen L. Moreno**, attorney at law, Washington State Bar Association #15725 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 667 dated September 17, 2007, and Franklin County Resolution No. 2007 494 dated September 24, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

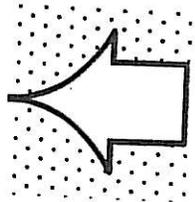
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
<i>Kathleen L. Moreno</i> Kathleen L. Moreno _____ Date	<i>Sharon A. Paradis</i> Sharon A. Paradis _____ Date		
Approved as to Form:		Indigent Defense Coordinator	
<i>Timothy G. Klashke</i> Timothy G. Klashke, Attorney at Law.....Date	<i>Rafael Gonzales</i> Rafael Gonzales _____ Date		
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____ Name: <u>Claude Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____	By: _____ Name: <u>Robert E Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____		



e

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08			
SUBJECT: Amendment to Professional Services Agreement for Civil Defense Panel Attorney - Jared D. Paulsen		Executive Contract <u>xx</u>	
		Pass Resolution <u>xx</u>	
		Pass Ordinance	
		Pass Motion	
		Other	
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Jared D. Paulsen. Mr. Paulsen has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Mr. Paulsen.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JARED D. PAULSEN, THUS, AMENDING BENTON COUNTY RESOLUTION 07 666 AND FRANKLIN COUNTY RESOLUTION 2007 493, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Jared D. Paulsen be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 666 and Franklin County Resolution 2007 493, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Jared D. Paulsen, thus amending Benton County Resolution 07 666 and Franklin County Resolution 2007 493.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Attest:

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Constituting the Board of
County Commissioners,
Franklin County, Washington

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Jared D. Paulsen**, attorney at law, Washington State Bar Association #32791 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 666 dated September 17, 2007, and Franklin County Resolution No. 2007 493 dated September 24, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

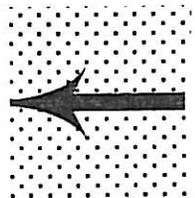
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
	<u>9-26-08</u>		<u>9/24/08</u>
Jared D. Paulsen	Date	Sharon A. Paradis	Date
Approved as to Form:		Indigent Defense Coordinator	
	<u>9/24/08</u>		<u>09/24/08</u>
Timothy G. Klashke, Attorney at Law.....	Date	Rafael Gonzales	Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: _____	Name: <u>Robert E Koch</u>	Name: _____
Name: <u>Claude Oliver</u>	Name: _____	Title: <u>Chairman, Board of Commissioners</u>	Title: _____
Title: <u>Chairman, Board of Commissioners</u>	Title: _____	Date: _____	Date: _____
Date: _____	Date: _____	Attest: _____	Attest: _____
Attest: _____	Attest: _____	Clerk of the Board: _____	Clerk of the Board: _____
Clerk of the Board: _____	Clerk of the Board: _____		



f

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	EXECUTIVE CONTRACT <u>xx</u> PASS RESOLUTION <u>xx</u> PASS ORDINANCE PASS MOTION OTHER	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08				
SUBJECT: Amendment to Professional Services Agreement for Civil Defense Panel Attorney - Donna P. Mannion				
Prepared By:	Kathryn M. Phillips			
Reviewed By:	Sharon Paradis			

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Donna P. Mannion. Ms. Mannion has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Ms. Mannion.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DONNA PATRICIA MANNION, THUS, AMENDING BENTON COUNTY RESOLUTION 07 668 AND FRANKLIN COUNTY RESOLUTION 2007 495.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Donna Patricia Mannion, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolutions 07 668 and Franklin County Resolutions 2007 495, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreement between the Juvenile Court and the defense panel attorney, to-wit: Donna Patricia Mannion, thus, amending Benton County Resolutions 07 668 and Franklin County Resolutions 2007 495.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Donna P. Mannion**, attorney at law, Washington State Bar Association #28278 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

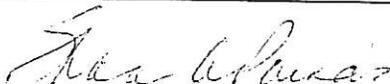
In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 668 dated September 17, 2007, and Franklin County Resolution No. 2007 495 dated September 24, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

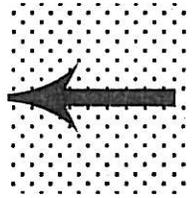
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
	9/29/08		9/24/2008
Donna P. Mannion	Date	Sharon A. Paradis	Date
Approved as to Form:		Indigent Defense Coordinator	
	9/24/08		09/24/08
Timothy G. Klashke, Attorney at Law.....Date		Rafael Gonzales	Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____		By: _____	
Name: <u>Claude Oliver</u>		Name: <u>Robert E Koch</u>	
Title: <u>Chairman, Board of Commissioners</u>		Title: <u>Chairman, Board of Commissioners</u>	
Date: _____		Date: _____	
Attest: _____		Attest: _____	
Clerk of the Board: _____		Clerk of the Board: _____	



AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08			
SUBJECT: Amendment to Professional Services Agreement for Civil Defense Panel Attorney - Darin R. Campbell		Executive Contract <u>XX</u>	
		Pass Resolution <u>XX</u>	
		Pass Ordinance	
		Pass Motion	
		Other	
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Darin R. Campbell. Mr. Campbell has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Mr. Campbell.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DARIN R. CAMPBELL, THUS, AMENDING BENTON COUNTY RESOLUTION 07 669 AND FRANKLIN COUNTY RESOLUTION 2007 496, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Darin R. Campbell be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 669 and Franklin County Resolution 2007 496, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Darin R. Campbell, thus amending Benton County Resolution 07 669 and Franklin County Resolution 2007 496.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Darin R. Campbell**, attorney at law, Washington State Bar Association #21301 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

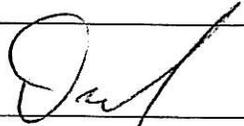
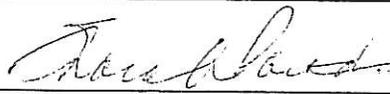
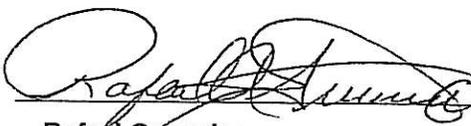
In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 669 dated September 17, 2007, and Franklin County Resolution No. 2007 496 dated September 24, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

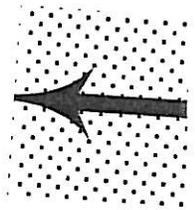
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
			
Darin R. Campbell	Date	Sharon A. Paradis	Date
Approved as to Form:		Indigent Defense Coordinator	
			
Timothy G. Klashke, Attorney at Law.....	Date	Rafael Gonzales	Date
9/24/08		09/24/08	
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: _____		
Name: <u>Claude Oliver</u>	Name: <u>Robert E Koch</u>		
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>		
Date: _____	Date: _____		
Attest: _____	Attest: _____		
Clerk of the Board: _____	Clerk of the Board: _____		



h

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08			
SUBJECT: Amendment to Professional Services Agreement for Criminal Defense Panel Attorney - Karyn K. Oldfield			
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Karyn K. Oldfield. Ms. Oldfield has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Ms. Oldfield.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KARYN K. OLDFIELD, THUS, AMENDING BENTON COUNTY RESOLUTION 07 606 AND FRANKLIN COUNTY RESOLUTION 2007 435, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Karyn K. Oldfield be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 606 and Franklin County Resolution 2007 435, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Karyn K. Oldfield, thus amending Benton County Resolution 07 606 and Franklin County Resolution 2007 435.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Karyn K. Oldfield**, attorney at law, Washington State Bar Association #**23053** ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

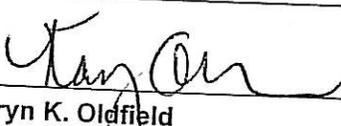
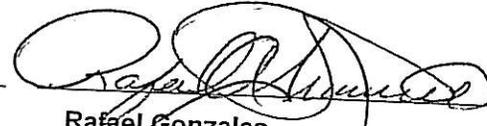
In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 606 dated August 27, 2007, and Franklin County Resolution No. 2007 435 dated August 20, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

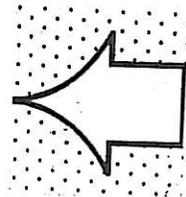
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
			
Karyn K. Oldfield	9/25/08	Sharon A. Paradis	9/24/2008
	Date		Date
Approved as to Form:		Indigent Defense Coordinator	
			
Timothy G. Klashke, Attorney at Law.....Date	9/24/08	Rafael Gonzales	09/24/08
	Date		Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: _____		
Name: <u>Claude Oliver</u>	Name: <u>Robert E Koch</u>		
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>		
Date: _____	Date: _____		
Attest: _____	Attest: _____		
Clerk of the Board: _____	Clerk of the Board: _____		



AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 10-06-08 F/C 10-13-08		Executive Contract	<u>xx</u>	PUBLIC HEARING
SUBJECT: Amendment to Professional Services Agreement for Civil Defense Panel Attorney - Mary S. Poland		Pass Resolution	<u>xx</u>	1ST DISCUSSION
		Pass Ordinance		2ND DISCUSSION
Prepared By:	Kathryn M. Phillips	Pass Motion		OTHER
Reviewed By:	Sharon Paradis	Other		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Mary S. Poland. Ms. Poland has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Ms. Poland.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND MARY S. POLAND, THUS, AMENDING BENTON COUNTY RESOLUTION 07 321 AND FRANKLIN COUNTY RESOLUTION 2007 225, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Mary S. Poland be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 321 and Franklin County Resolution 2007 225, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Mary S. Poland, thus amending Benton County Resolution 07 321 and Franklin County Resolution 2007 064.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Attest:

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Constituting the Board of
County Commissioners,
Franklin County, Washington

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Mary S. Poland**, attorney at law, Washington State Bar Association #33599 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

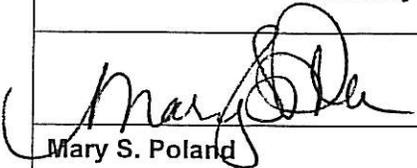
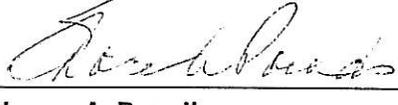
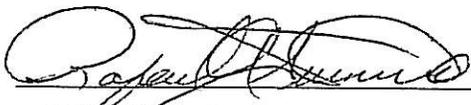
In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 321 dated May 14, 2007, and Franklin County Resolution No. 2007 225 dated May 16, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
	<u>9/25/2008</u>		<u>9/24/2008</u>
Mary S. Poland	Date	Sharon A. Paradis	Date
Approved as to Form:		Indigent Defense Coordinator	
	<u>9/24/08</u>		<u>9/24/08</u>
Timothy G. Klashke, Attorney at Law.....Date	Date	Rafael Gonzales	Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: _____	Name: <u>Robert E Koch</u>	Name: _____
Name: <u>Claude Oliver</u>	Name: _____	Title: <u>Chairman, Board of Commissioners</u>	Title: _____
Title: <u>Chairman, Board of Commissioners</u>	Title: _____	Date: _____	Date: _____
Date: _____	Date: _____	Attest: _____	Attest: _____
Attest: _____	Attest: _____	Clerk of the Board: _____	Clerk of the Board: _____
Clerk of the Board: _____	Clerk of the Board: _____		



AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-06-08 F/C 10-13-08		Executive Contract	<u>xx</u>	
SUBJECT: Amendment to Professional Services Agreement for Criminal Defense Panel Attorney - Mia Mendoza		Pass Resolution	<u>xx</u>	
Prepared By: Kathryn M. Phillips Reviewed By: Sharon Paradis		Pass Ordinance		
		Pass Motion		
		Other		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to Professional Services Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Mia Mendoza. Mrs. Mendoza has practiced law for several years in Washington. This negotiated Amendment to Professional Service Agreement meets the current Office of Public Defense standards and clarifies the caseload reporting language.

SUMMARY

There are four (4) originals of the Amendment to Professional Services Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County approve and sign the Amendment to Professional Services Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

This amendment poses no fiscal impact to the counties for this amendment.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to Professional Services Agreement with Ms. Ovens.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND MIA MENDOZA, THUS, AMENDING BENTON COUNTY RESOLUTION 07 721 AND FRANKLIN COUNTY RESOLUTION 2007 560, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Mia Mendoza be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 721 and Franklin County Resolution 2007 560, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Mia Mendoza, thus amending Benton County Resolution 07 721 and Franklin County Resolution 2007 560.

DATED this 6th day of October 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of October 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, 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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between **Mia Mendoza**, attorney at law, Washington State Bar Association #30603 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and to be realized hereby, the parties agree that the existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 07 721 dated October 8, 2007, and Franklin County Resolution No. 2007 560 dated October 15, 2007), hereinafter referred to as the "Existing PSA," shall be amended as follows:

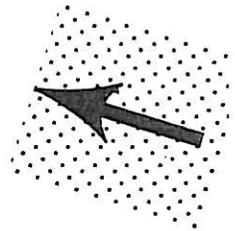
1. Paragraph 3 of the Existing PSA shall be amended to read as follows:

3.f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

2. All other applicable terms and conditions of the Existing PSA not amended by, or otherwise inconsistent with, this Amendment shall remain unchanged and in full force and effect.

This Amendment shall be effective upon execution by the parties.

Attorney		Benton Franklin Counties Juvenile Justice Center	
<i>Mia Mendoza</i>		<i>Sharon A. Paradis</i>	
Mia Mendoza	Date 9/24/08	Sharon A. Paradis	Date 9/24/2008
Approved as to Form:		Indigent Defense Coordinator	
<i>Timothy G. Klashke</i>		<i>Rafael Gonzales</i>	
Timothy G. Klashke, Attorney at Law.....	Date 9/24/08	Rafael Gonzales	Date 09/24/08
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: _____	Name: _____	Name: _____
Name: _____	Name: _____	Title: _____	Title: _____
Title: _____	Title: _____	Date: _____	Date: _____
Date: _____	Date: _____	Attest: _____	Attest: _____
Attest: _____	Attest: _____	Clerk of the Board: _____	Clerk of the Board: _____
Clerk of the Board: _____	Clerk of the Board: _____		



K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PAYMENT FOR PROFESSIONAL SERVICES AND ATTORNEY FEES PURSUANT TO THE COURT ORDER APPOINTING MICHAEL IARIA, ATTORNEY AT LAW, DBA COHEN AND IARIA, NATIONAL BUILDING, 1008 WESTERN AVENUE, SUITE 302, SEATTLE, WA, 98104, AS COURT-APPOINTED LEAD COUNSEL FOR AN INDIGENT PERSON CHARGED WITH CAPITAL HOMICIDE IN BENTON COUNTY SUPERIOR COURT AND HEREBY RESCINDING RESOLUTION NO. 08-791 PREVIOUSLY PASSED ON SEPTEMBER 22, 2008.

WHEREAS, the Benton County Superior Court previously has appointed Michael Iaria as appropriately qualified court-appointed lead counsel of record for an indigent person charged with the crime of capital homicide in Benton County Superior Court as required by applicable court rules; and

WHEREAS, that appointment necessarily includes appointment of and payment for costs such as hourly attorney fees and fees for necessary experts and investigative and other professional services as well as associated costs such as mileage, meals and lodging that may fall outside the parameters of the Joint Resolution (Benton County Resolution Number 08-339 and Franklin County Resolution Number 2008-097) providing for a standardized system of payment; and

WHEREAS, the Benton-Franklin Office of Public Defense and the Office of the Benton County Administrator have fully and carefully considered the need for a consistent process for administration of such payments and believe it appropriate that appointment and compensation of such experts, investigators and other providers of professional services be completed by the Benton-Franklin Office of Public Defense through its existing systems; and

WHEREAS, payment for such services in a capital case are subject to monitoring by the Benton County Superior Court or its designee; **NOW, THEREFORE,**

BE IT RESOLVED that the Benton-Franklin Office of Public Defense, through the Indigent Defense Coordinator, be and hereby is authorized to approve the use of such expert witnesses, investigators and other providers of professional services as well as the associated costs such as mileage, meals and lodging as may be necessary to assist the defendant herein; and



BE IT FURTHER RESOLVED that payment for those professional services and payment for attorney's fees as well as the associated costs such as mileage, meals and lodging for counsel and others providing professional services shall be presented to the Benton-Franklin Office of Public Defense and specifically to the Indigent Defense Coordinator for review with and approval by the Benton County Deputy Administrator for payment with no specific financial limitation to be imposed; and

BE IT FURTHER RESOLVED that compensation for such services then shall be managed through the pre-existing voucher and financial tracking system in the Benton-Franklin Office of Public Defense and in Benton County generally and shall be fully in accordance with any other orders or requirements then in place specifically including but not limited to sealing and confidentiality orders previously approved by the Benton County Superior Court; and

BE IT FURTHER RESOLVED that Benton County Resolution No. 08-791 be and hereby is rescinded without further action.

Dated this _____ day of _____, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Return to: Benton County Commissioners
P.O. Box 190
Prosser, WA 99350-0954

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS IMPROVEMENT DISTRICT (C.R.I.D.) #15,
COTTONWOOD DRIVE, PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-400-0003-000, defined as: The Southeast $\frac{1}{4}$ of the West 879.85 feet of the East 1,759.70 feet of the North 1,006.06 feet of the South 3,018.18 feet of the East $\frac{1}{2}$ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.09 acres more or less

had an original assessment of \$4,713.82 and now has an outstanding assessment of \$4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3122-001 and 1-1088-401-3122-002, and

WHEREAS, Parcel Number 1-1088-400-0004-000, defined as: The Southwest $\frac{1}{4}$ of the West 879.85 feet of the East 1,759.70 feet of the North 1,006.06 feet of the South 3,018.18 feet of the East $\frac{1}{2}$ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.07 acres more or less

had an original assessment of \$4,713.82 and now has an outstanding assessment of \$4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3122-003 and 1-1088-401-3122-004, NOW, THEREFORE

BE IT RESOLVED that the final assessment roll be amended and that each parcel and assessment is defined as follows:

Old Number	New Number	New Assessment
1-1088-400-0003-000	1-1088-401-3122-001	\$2,003.37
	1-1088-401-3122-002	\$2,003.38
1-1088-400-0004-000	1-1088-401-3122-003	\$2,003.37
	1-1088-401-3122-004	\$2,003.38

Dated this 6th day of October 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

m

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: ROTHROCK ROAD/FOISY ROAD/OIEH INTERSECTION, CE 1886 CRP; AND JOHNSON ROAD/HINZERLING ROAD/OIEH INTERSECTION, CE 1885 CRP; NORTH RIVER ROAD CURVE, CE 1874 CRP

WHEREAS, it is the intention of the Board of County Commissioners to reconstruct the curve on North River Road, and the intersections of Rothrock Road/Foisy Road/OIEH; and Johnson Road/Hinzerling Road/OIEH; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise the bid date for said projects; and

BE IT FURTHER RESOLVED that the Plans for these projects, heretofore signed by the County Engineer, be and hereby are approved, and the Chairman is authorized to sign Sheet 1 of said Plans on behalf of Benton County.

Dated this 6th day of October 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:BLT:dlh

R E S O L U T I O N

n

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: RURAL SURFACE TRANSPORTATION PROGRAM (STP(R)) FUNDS; EXCHANGING COUNTY FUNDS

WHEREAS, the City of Prosser has been advised that they have \$42,500.00 of Federal STP (R) funds available; and

WHEREAS, the city does not have a project for use of said funds; and

WHEREAS, the City of Prosser has requested the Benton Franklin Council of Governments (BFCOG) to transfer their STP (R) Funds to Benton County for the Webber Canyon Project CE 1620 CRP; and

WHEREAS, at the meeting held on September 19, 2008, the BFCOG Board unanimously approved the transfer of STP (R) funds in the amount of \$42,500 from the City of Prosser to Benton County for the Webber Canyon Road project; and

WHEREAS, the County Engineer recommends exchanging Benton County Road funds for the City of Prosser STP (R) funds; NOW, THEREFORE,

BE IT FURTHER RESOLVED; that County road funds be exchanged for City of Prosser STP (R) funds in the amount of \$42,500.

Dated this 6th day of October, 2008.

Chairman of the Board.

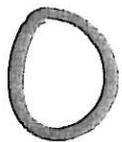
Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: LOCAL AGENCY STANDARD CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 FOR STRUCTURAL BRIDGE ENGINEERING SERVICES PERFORMED BY HDR ENGINEERING, INC. FOR HESS ROAD BRIDGES, STRUCTURE NO. 08376500 AT MP 0.95 AND STRUCTURE NO. 08359100 AT MP 1.49 CE 1903 CRP;

WHEREAS, Benton County Public Works, entered into an agreement with HDR Engineering, Inc., on January 7, 2008, in order to provide structural engineering work on the two Hess Road bridges, identified as Structure No. 08376500 at M.P 0.95 and Structure No. 08359100 at M.P. 1.49; and

WHEREAS, the engineering work required to modify the existing timber bridge railing was more complicated than first estimated, and to complete the work HDR requires a Supplemental Agreement to increase the initial cost estimate of \$19,200.00 by \$3,250.00 to a total of \$22,450.00, and

WHEREAS, a Standard Consultant Supplemental Agreement has been prepared under the direction of Public Works, approved as to form by the Benton County Prosecuting Attorney, and signed by HDR Engineering, Inc., NOW, THEREFORE

BE IT RESOLVED that the local Agency Standard Supplemental Agreement No. 1 with HDR Engineering, Inc. be approved and the Chairman is hereby authorized to sign said agreement on behalf of Benton County.

Dated this _____ day of _____, 2008

Chairman, Board of Benton County Commissioners

Chairman Pro-Tem

Member

Attest: _____
Clerk to the Board

Constituting the Board of County Commissioners
of Benton County, Washington

RBD:iss



Supplemental Agreement Number <u>1</u>		Organization and Address HDR Engineering, Inc. 2805 St. Andrews Loop, Suite A Pasco, WA 99301	
Original Agreement Number <u>NA</u>		Phone: (509) 546-2040	
Project Number <u>CE 1903, CRP</u>		Execution Date	Completion Date <u>10/31/2008</u>
Project Title <u>Bridge Guardrail Upgrade, Hess Road Bridges</u>		New Maximum Amount Payable \$ <u>22,450.00</u>	
Description of Work Provide design and PS&E documents for replacing the existing timber bridge railings with AASHTO compliant rail and revised load ratings for upgraded structures.			

The Local Agency of Benton County, Washington
desires to supplement the agreement entered into with HDR Engineering, Inc.
and executed on 1/7/2008 and identified as Agreement No. NA

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Modify and evaluate current WSDOT rail attachment detail to eliminate need to place HMA overlay on existing bridge.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Project work to be completed by 10/31/2008

III

Section V, PAYMENT, shall be amended as follows:

Increase maximum amount payable by \$3,250 to new total of \$22,450.

~~as set forth in the attached Exhibit A, and by this reference made a part of this supplement.~~

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Roy Cross, HDR Engineering, Inc.



Consultant Signature

By: _____

Approving Authority Signature

Date

P

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PERSONAL SERVICES CONTRACT WITH CWI SECURITY SERVICES, INC., FOR ALARM SYSTEM MONITORING AT PROSSER SHOP

WHEREAS, a personal services contract has been prepared by and between Benton County and CWI Security Services, Inc. for alarm system monitoring at the Prosser shop; and

WHEREAS, the County Engineer recommends entering into the contract; NOW, THEREFORE,

BE IT RESOLVED that the personal services by and between Benton County and CWI Security Services, Inc. be and hereby is approved, and the Chairman is authorized to sign said contract on behalf of Benton County.

Dated this 6th day of October, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

9

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 **CWI SECURITY SERVICES, INC.**, with its principal offices at 45 West Mead Avenue, Yakima, WA 98902, (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: This Agreement; **Exhibit A - Scope of Work and Compensation**; and all written change orders and modifications issued after execution of this Agreement by the Parties.

2. DURATION OF CONTRACT

- a. The term of this Contract shall begin immediately upon execution by the COUNTY and shall expire twelve months from the date of execution of the Contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.
- b. This Contract may be renewed for an additional one year term at the expiration of this Contract. Thereafter, this contract may be renewed for four separate one year time periods.

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 and Compensation**, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Josh Anderson
CWI Security, Inc.
45 West Mead Avenue
Yakima, WA 98902
(509) 248-3300
- b. For COUNTY: Ross Dunfee and/or County Engineer
Benton County Public Works
P.O. Box 1001
620 Market Street
Prosser, WA 99350
(509) 786-5611

5. COMPENSATION

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in **Exhibit A - Scope of Work and Compensation**, attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$5,000.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY 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 COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month

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

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

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

- 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. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. 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. 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, employers liability, commercial liability or commercial umbrella liability insurance.

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.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- c. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). CONTRACTOR'S liability shall not exceed the County's insurance requirements, as provided for herein.

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract.

Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- d. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.
- e. **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.
 - (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
 - (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - (5) 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.
 - (6) 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.
 - (7) 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.

- (8) 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. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.
- f. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

- (6) 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.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

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 terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by

the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the 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.

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 Five (5) of this Contract, and the CONTRACTOR is not 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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

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 therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

- c. 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

Differences 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, 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 the 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.

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The parties to this Contract have executed this Contract to take effect as of the date written below.

Dated: 9-25-08.

Dated: _____

FOR CWI SECURITY, INC.

FOR BENTON COUNTY, WASHINGTON:

Ronald R. [Signature]
Contractor (Signature)

Chairman, Board of County Commissioners

CWI Security Inc.
Contractor (Print Name)

Member

Title: President.

Member

Constituting the Board of County
Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Kathleen B. [Signature]

Deputy Prosecuting Attorney

Date: 09/24/08

EXHIBIT A
SCOPE OF WORK AND COMPENSATION

1. Contractor agrees to provide alarm monitoring¹ of the alarm system that it installed for Benton County at the Benton County Public Works Department, Prosser Shop, located at 14303 North Hinzerling Road, Prosser, WA 99350 ("Prosser Shop").
 - a. The alarm system installed at the Prosser Shop by Contractor consists of the following components and parts:

Qty.	Description	Make and Model Number
1	Control Panel	DSC PC5010 PWR832
2	Key Pad	DSC PC5500Z-433
1	Battery	DSC BD412 Back up
3	Burglary Audible	DSC SD30W/120db
2	Door Contact	G.R.I. 29A White
14	Infra-Red	DSC Bravo 300 Infra Reds
2	Other Interior	Amesco Strobes (Amber)
1	Other	DSC PC5108 Expander
1	RJ31-X Jack & Cord	Telephone Interface
1	Other	AC Power Transformer Brackets, Lift Charges, etc.

2. Contractor agrees to maintain and staff (and or contract with) a monitoring station 24 hours per day 7 days per week 365 days per year for the purpose of monitoring the alarm system that it installed at the Prosser Shop, and more fully described in Section 1. a. above.
3. In the event that the alarm system is activated at the Prosser Shop, Contractor agrees to provide notification to Benton County immediately via the following established procedures:
 - a. When the alarm system is activated, the Contractor's computer system will automatically bring up the County's specific account information which will be read by Contractor's Operator.
 - b. The Operator at Contractor's monitoring station will call the site number previously provided to it by the Benton County Public Works Department.

¹ Monitoring of the system will include providing proper notification to Benton County of any and all activations of the alarm system at the Prosser Shop in accordance with the terms of the Personal Services Contract Terms and Conditions ("Agreement") and Exhibit A, Scope of Work and Compensation.

- c. If the telephone is answered at the Prosser Shop, the Operator will verify the identity of the answering party with a password and the answering party must then explain to the Operator the reason for the alarm. If a valid password is not provided to the Operator, the Operator will notify the proper authorities, *i.e.*, police, fire, and/or ambulance, for dispatch to the scene to investigate the source of the alarm.
- d. If the telephone is not answered at the Prosser Shop, the Operator will then call down a list of names and phone numbers of individuals previously provided by the County as contact persons in the event of an alarm activation at the Prosser Shop.
- e. In the event that the Operator makes contact with an individual on the County's designated call list, the Operator will request that individual to respond to the Prosser Shop immediately to meet with police, fire, or ambulance personnel to assist the authorities in gaining entry into the Prosser Shop if it is deemed necessary to secure the premises. Once a County designated individual is secured to respond to the Prosser Shop, the Operator will make contact with police, fire, and/or ambulance personnel and request any one or all to respond to the scene to investigate, secure the scene, and triage and transport injured parties as needed.
- f. In the event of a fire alarm, the same notification process described in Section 4. a. through 4. e. above is employed by Contractor with the following exceptions:
 - 1. For all fire alarms received, the local fire department will be notified immediately.
 - 2. Once the local fire department is notified, Contractor will then begin the notification process described in Section 4. a. through 4. e. above.
 - 3. The same procedures are employed with respect to panic alarms and medical alarms on the security system as are utilized with respect to fire alarms, *i.e.*, law enforcement and or medical personnel will be notified and summoned to the scene, and then the notification procedures to the County described in Section 4. a. through 4. e. will be commenced.
- g. Contractor will provide the County with a report each month of each instance in which the alarm system was activated, the reason for the activation, the Contractor's response to the alarm activation, the identity of County personnel contacted by the Contractor's Operator in reference to the alarm activation, a record of which agency was dispatched to the Prosser Shop in response to the alarm activation, and the resolution of the alarm activation.

4. Contractor agrees to provide the alarm monitoring and notification services described in Sections 1, 2, and 3 above for a fixed monthly fee of \$19.00, by written invoice submitted to Benton County on a monthly basis.
5. Contractor will be available to conduct routine maintenance, upgrades to the existing system, and repairs to the County's alarm system as needed. Maintenance, upgrades, and or repairs are not included in the \$19.00 monthly monitoring fee.
 - a. In the event that routine maintenance, upgrades, or repairs to the existing alarm system are required, Contractor will notify Benton County of the same, and provide a written quote describing the work to be done and the total cost (including labor and materials) to complete the work on the alarm system.
 - b. Before routine maintenance, upgrades, or repairs can be made to the existing alarm system by Contractor, Contractor must obtain approval to commence with the work from the Benton County Public Works Department and or the Benton County Commissioners where applicable. If work is performed on the alarm system prior to obtaining the proper authority for the expenditure, the Contractor waives any claim to compensation for the work. *See* Section 5. c. of the Agreement, at pg. 3.
6. If the Contractor becomes aware of any problems, irregularities, or concerns with the alarm system at the Prosser Shop, the Contractor will notify Benton County immediately, by telephone, and in writing, to the County's contact person identified in the Agreement. *See* Section 4. b. of the Agreement, at pg. 2.

RESOLUTION

9.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2008
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, Sheriff's Office

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Custody Dept Nbr: 121
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.210	6410	Capital Outlay - Vehicles	\$23,648	521.210	3103	Fuel, Oil & Lubricants	\$23,648
TOTAL			\$23,648	TOTAL			\$23,648

Explanation:

The Benton County Sheriff's Office is in critical need of funding to the fuel, oil & lubricant line item. This need is due to the increase in fuel costs, which wasn't fully known during the 2008 budget process. The Sheriff's Office has determined that there are funds available in the Capital Outlay - Vehicles due to recycling of equipment as well as \$3,486.81 left in the budget due to the under utilization of the FY 07 Buffer Zone Plan Grant. This line item transfer in only a partial fix and this line item will need to be addressed again in the near future.

Prepared by: Julie Thompson Date: 01-Oct-2008

Approved Denied

Date: _____

Chairman

Member

Member

*Special
Revenue
Funds
Presentation
2008*

Linda Ivey

6-Oct-08

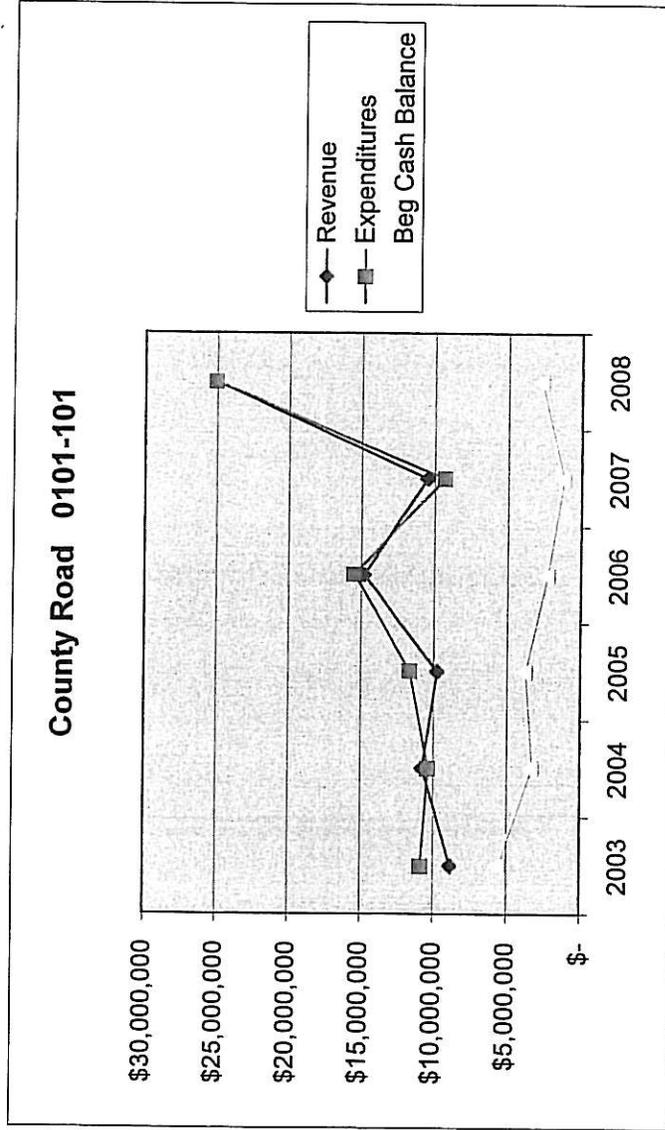
9:05

County Road

0101-101

A fund established to receive payments in lieu of taxes from the Department of Energy.

Fund Balance 12-31-07	\$ 2,818,381	Fund Balance 8-31-08	\$ 1,922,945
Revenue:		Expenditures:	
2007 Actual	\$ 10,517,566	2007 Actual	\$ 9,353,101
2008 Budget	\$ 25,149,299	2008 Budget	\$ 25,111,237



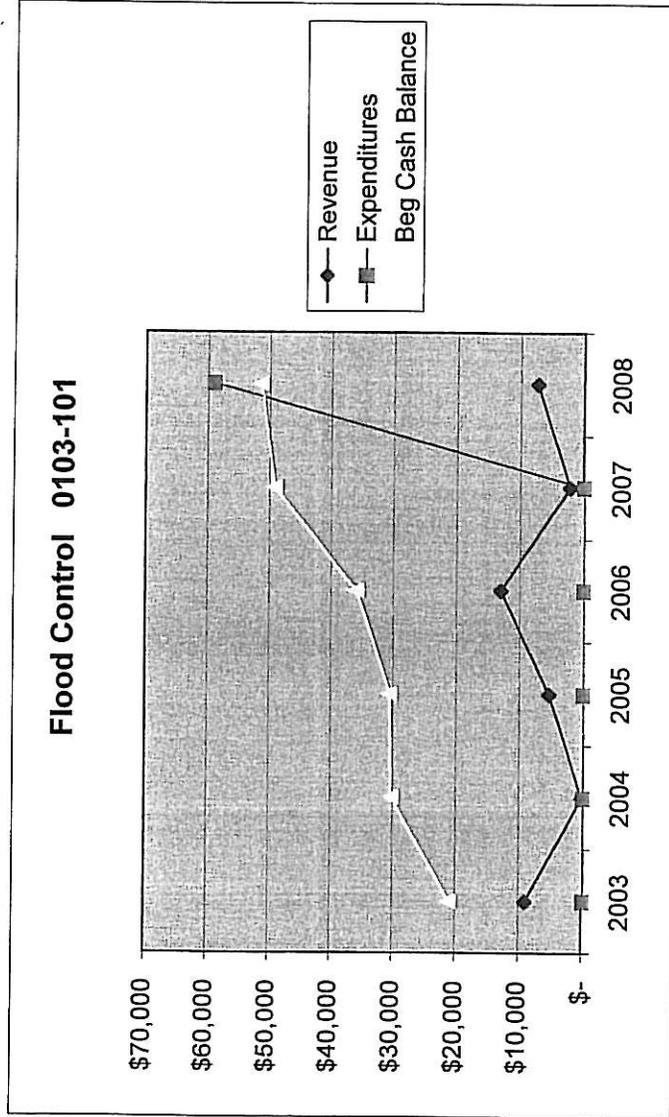
Flood Control

0103-101

A fund to finance the control of water subject to flood conditions.

Fund balance budgeted in 2008, yet no expenditures to date.

Fund Balance 12-31-07	\$ 51,000	Fund Balance 8-31-08	\$ 53,113
Revenue:		Expenditures:	
2007 Actual	\$ 2,362	2007 Actual	\$ -
2008 Budget	\$ 7,400	2008 Budget	\$ 59,000



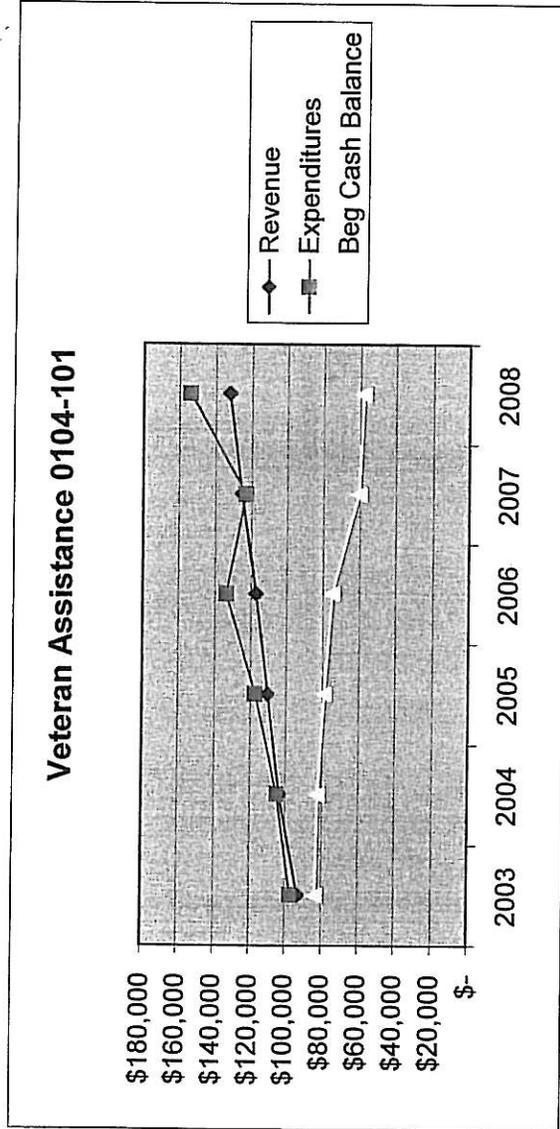
Veteran's Assistance

0104-101

A fund to finance emergency financial assistance to qualifying veterans and their dependents.

2003-2006 expenditures slightly exceeded revenues by an average of \$7,236 per year.

Fund Balance 12-31-07	\$ 57,971	Fund Balance 8-31-08	\$ 39,327
Revenue:		Expenditures:	
2007 Actual	\$ 125,699	2007 Actual	\$ 123,386
2008 Budget	\$ 132,400	2008 Budget	\$ 154,543



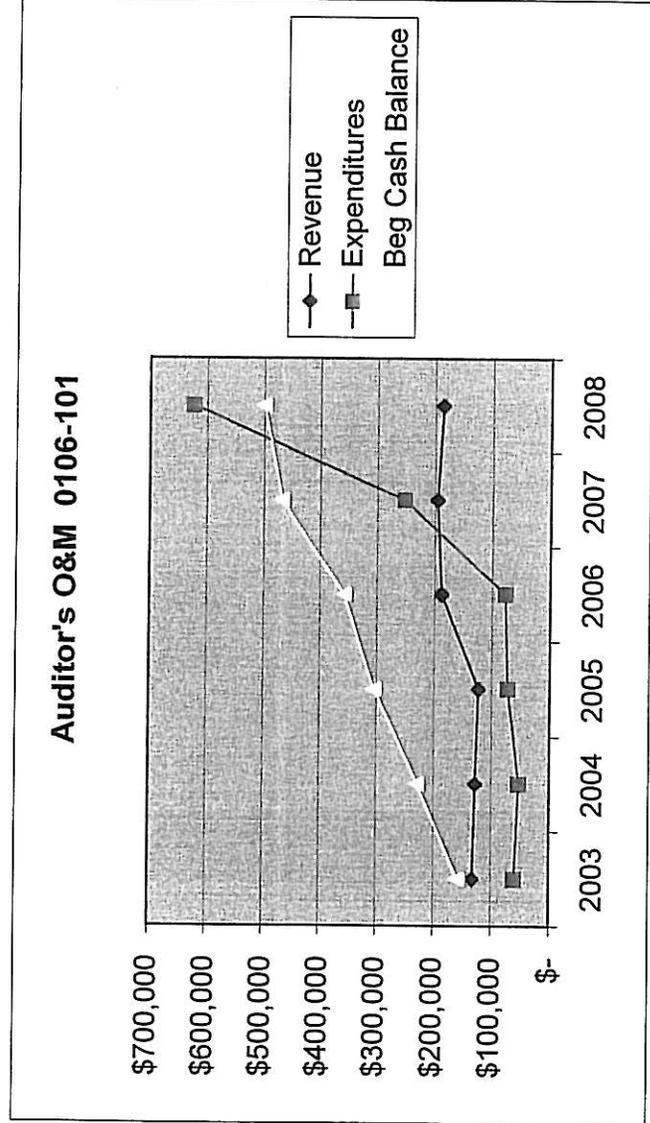
Auditor's O & M

0106-101

Established by the State for restoration and preservation of recorded documents.

2007 expenditures include \$135,000 for computer software purchases.
 2008 budgeted expenditures include \$371,000 for capital, for property tax appraisal software.
 In 2008, property tax software has not been purchased and is not in the 2009 budget request.

Fund Balance 12-31-07	\$ 499,676	Fund Balance 8-31-08	\$ 425,508
Revenue:		Expenditures:	
2007 Actual	\$ 196,714	2007 Actual	\$ 254,735
2008 Budget	\$ 187,000	2008 Budget	\$ 623,297



Human Services

0108-101

A fund established for the mental health services in Benton County.

2006-2007 expenditures exceed revenues.

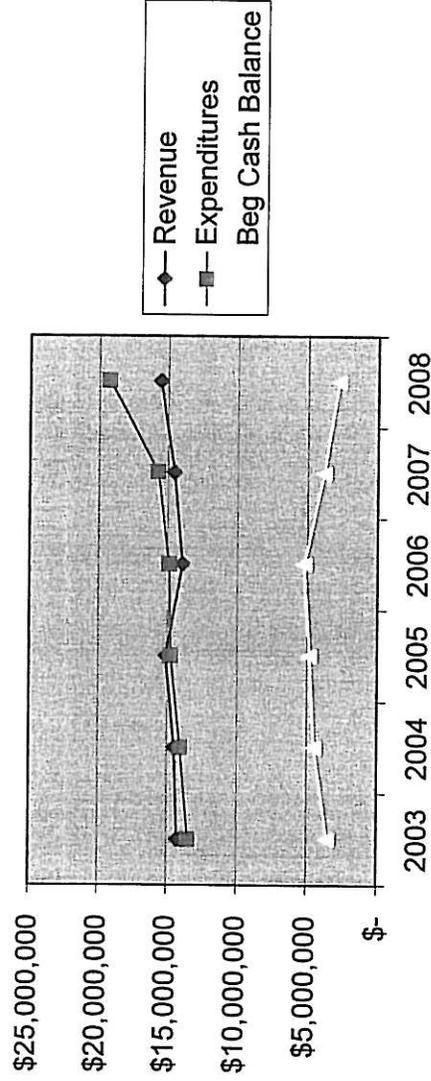
In 2007, 7.33% of expenditures funded by use of beginning fund balance.

2008 budget 19.31% of expenditures budgeted to be funded by use of beginning fund balance, yet at this time 2008 expenditures are trending to be below revenue.

2009 budget, 10% of expenditures (baseline) budget funded by use of beginning fund balance. Need to maintain a portion of beginning fund balance for fund cash flow.

Fund Balance 12-31-07	\$ 2,769,718	Fund Balance 8-31-08	\$ 4,351,162
Revenue:		Expenditures:	
2007 Actual	\$ 14,617,453	2007 Actual	\$ 15,772,940
2008 Budget	\$ 15,583,000	2008 Budget	\$ 19,313,070

Human Services 0108-101



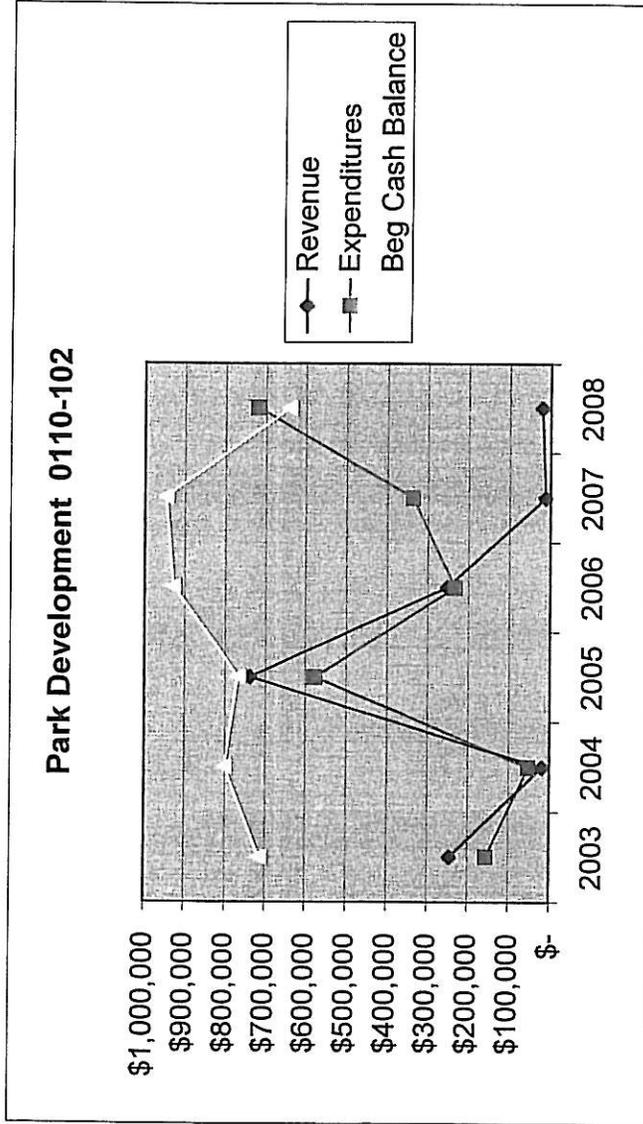
Park Development

0110-102

A fund to finance the planning, development, and maintenance of a comprehensive parks and recreation program.

2008 expenditure budget is \$722,550, yet Parks only anticipates spending \$240,000.

Fund Balance 12-31-07	\$ 640,457	Fund Balance 8-31-08	\$ 567,890
Revenue:		Expenditures:	
2007 Actual	\$ 14,020	2007 Actual	\$ 339,409
2008 Budget	\$ 22,500	2008 Budget	\$ 722,500



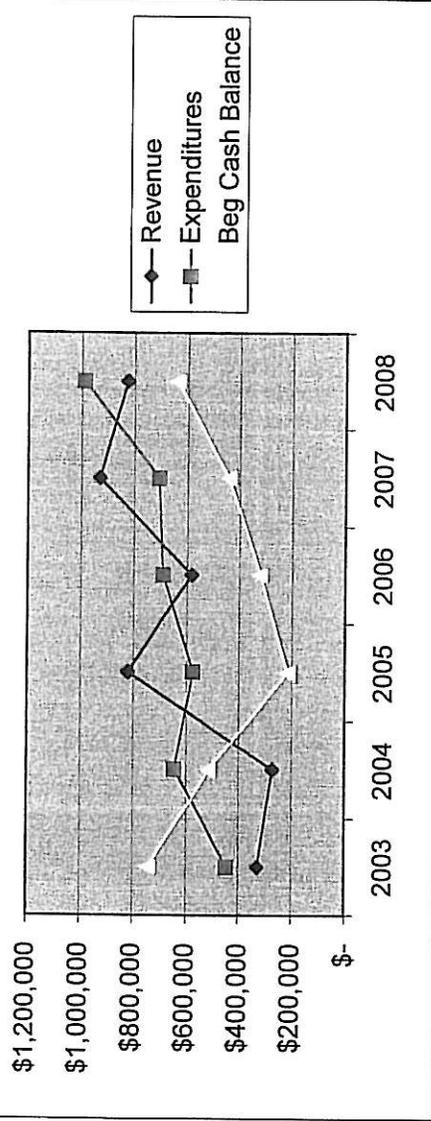
Election Reserve

0111-101

Established to finance all County voter maintenance and elections.

Fund Balance 12-31-07	\$ 637,096	Fund Balance 8-31-08	\$ 1,033,166
Revenue:		Expenditures:	
2007 Actual	\$ 930,603	2007 Actual	\$ 706,781
2008 Budget	\$ 826,920	2008 Budget	\$ 990,168

Election Reserve 0111-101



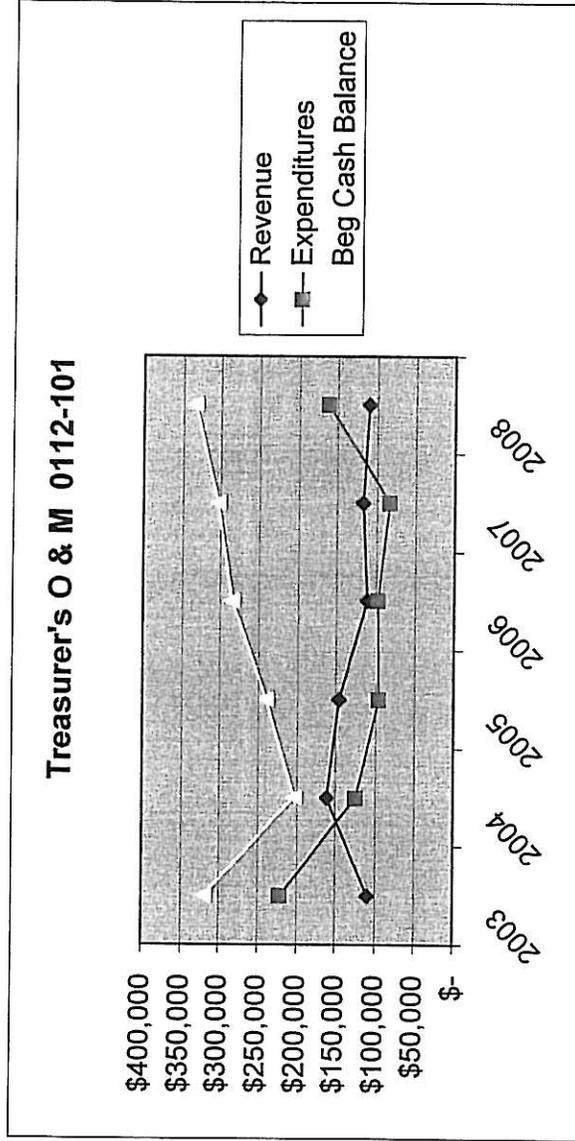
Treasurer's O&M

0112-101

A fund to account for extraordinary cost incurred collecting delinquent real and personal property taxes.

Traditionally spends approximately 65% of budget. If 2008 follows the same trend, revenues will exceed expenditures.

Fund Balance 12-31-07	\$ 333,390	Fund Balance 8-31-08	\$ 327,697
Revenue:		Expenditures:	
2007 Actual	\$ 118,831	2007 Actual	\$ 84,390
2008 Budget	\$ 111,150	2008 Budget	\$ 162,719



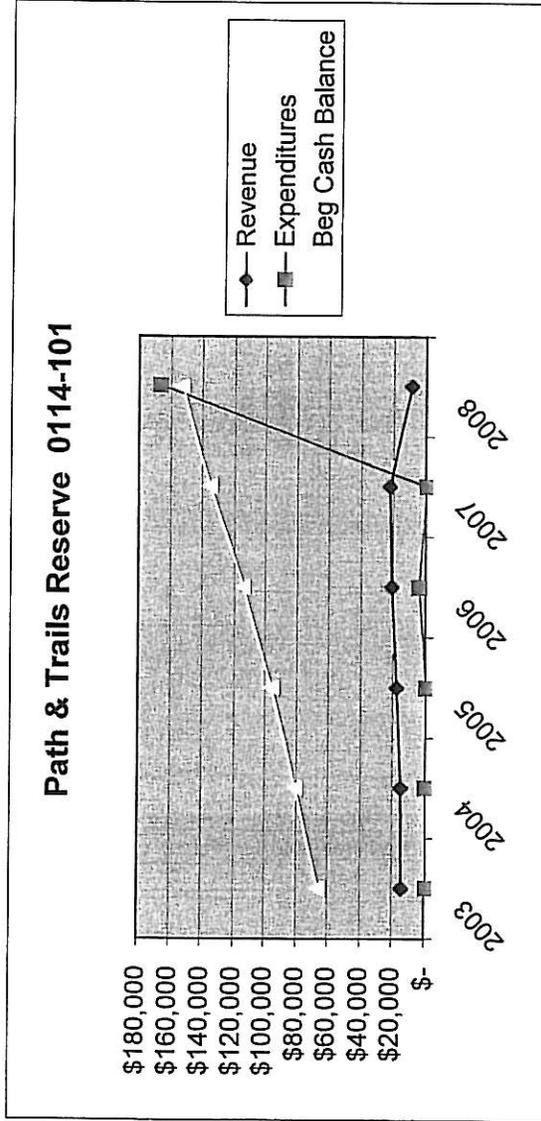
Path & Trails Reserve

0114-101

Established for the development of paths and trails within the County.

2008 have reserved \$100,00 for Intertie and \$61,444 for Benton City. This obligates the fund balance.

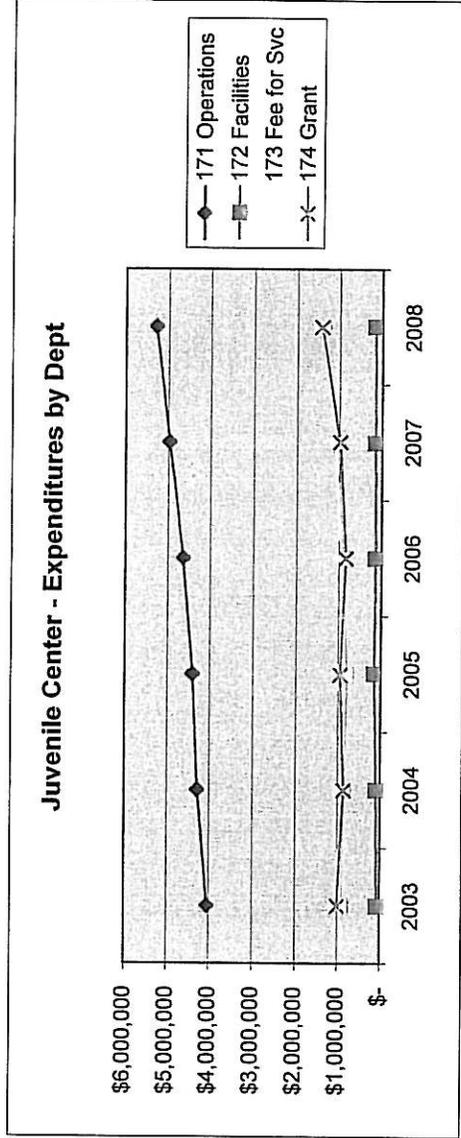
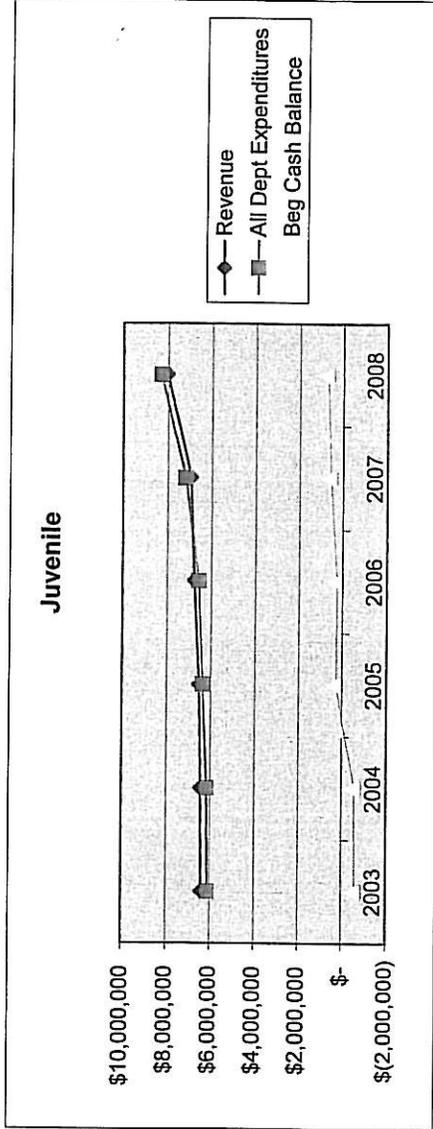
Fund Balance 12-31-07	\$ 153,320	Fund Balance 8-31-08	\$ 104,028
Revenue:		Expenditures:	
2007 Actual	\$ 22,639	2007 Actual	\$ 53
2008 Budget	\$ 9,580	2008 Budget	\$ 166,900



Benton Franklin Juvenile Center 0115-101

A fund established to provide justice, detention and treatment services for juveniles.
 2007 & 2008 Expenditures exceed Revenues by 3.3%.

Fund Balance 12-31-07	\$ 797,495	Fund Balance 8-31-08	\$ 1,203,187
Revenue:		Expenditures:	
2007 Actual	\$ 6,965,346	2007 Actual	\$ 7,201,562
2008 Budget	\$ 8,050,999	2008 Budget	\$ 8,328,001



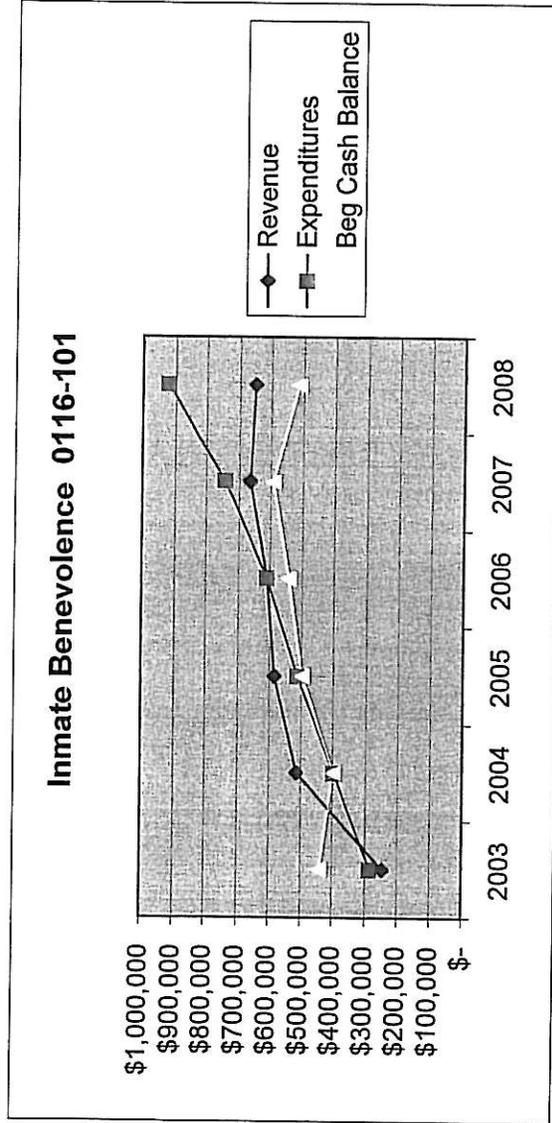
Inmate Benevolence

0116-101

A fund to account for the purchase and sale of personal supplies to prisoners. The purpose of the fund is to provide the operation and supply of jail commissary services, inmate recreation, inmate education, chaplaincy services, and account maintenance, jail lobby security for visitation, and drug and/or alcohol counseling to inmates.

2 staff added by supplement in 2006. Total of 5 staff in fund.
 2008 budgeted to use \$273,000 of beginning fund balance. Actuals are trending to use \$182,000.
 2009 expenditures budget utilizes the majority of beginning fund balance.
 If continue with present trend, without additional revenue, will not be able to cover expenditures in 2010.

Fund Balance 12-31-07	\$ 513,098	Fund Balance 8-31-08	\$ 409,543
Revenue:		Expenditures:	
2007 Actual	\$ 667,124	2007 Actual	\$ 745,906
2008 Budget	\$ 651,400	2008 Budget	\$ 924,713



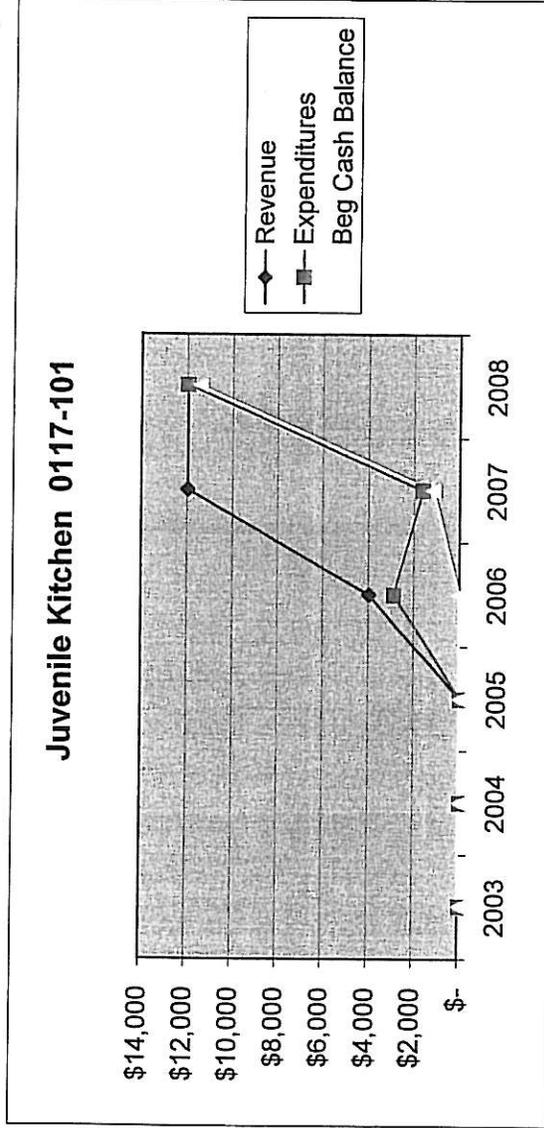
Juvenile Kitchen

0117-101

A fund established to provide for the repair and replacement costs for the detention kitchen.

2008 expenditures through August \$5,000.

Fund Balance 12-31-07	\$ 11,445	Fund Balance 8-31-08	\$ 18,300
Revenue:		Expenditures:	
2007 Actual	\$ 12,000	2007 Actual	\$ 1,658
2008 Budget	\$ 12,000	2008 Budget	\$ 12,000

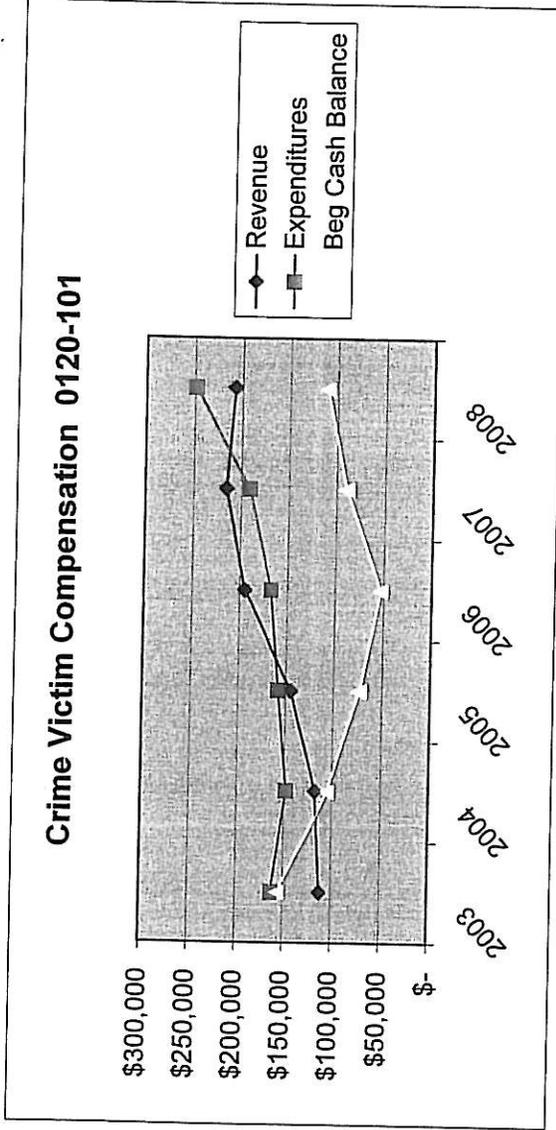


Crime Victim Compensation 0120-101

A fund established to provide assistance to the victims/witnesses of crimes.

2008 expenditures are trending to be nominally above budgeted revenue.

Fund Balance 12-31-07	\$ 110,638	Fund Balance 8-31-08	\$ 136,489
Revenue:		Expenditures:	
2007 Actual	\$ 215,954	2007 Actual	\$ 191,783
2008 Budget	\$ 207,982	2008 Budget	\$ 248,799

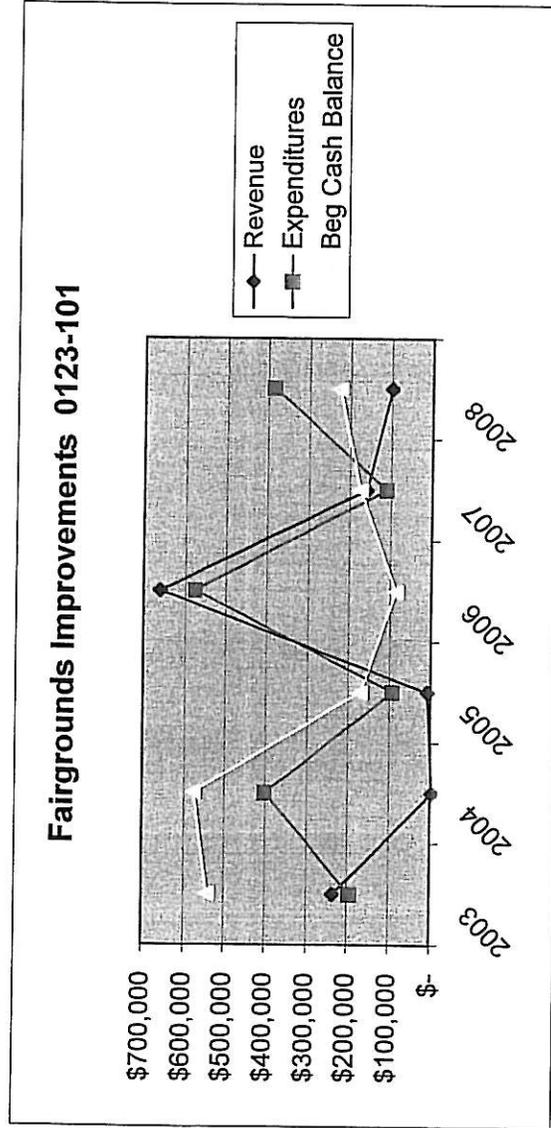


Fairgrounds Improvements 0123-101

A fund created to provide funding for the capital improvements at the Benton County Fairgrounds.

Primary revenue sources are a Transfer-In from Current Expense and REET reimbursement. 2008 revenues anticipated to be above expenditures. Expenditures through September \$70,000. Historically budget expenditures to include the entire fund balance, yet we do not spend.

Fund Balance 12-31-07	\$ 224,690	Fund Balance 8-31-08	\$ 249,946
Revenue:		Expenditures:	
2007 Actual	\$ 161,755	2007 Actual	\$ 113,629
2008 Budget	\$ 100,000	2008 Budget	\$ 386,760



Fairgrounds Operating

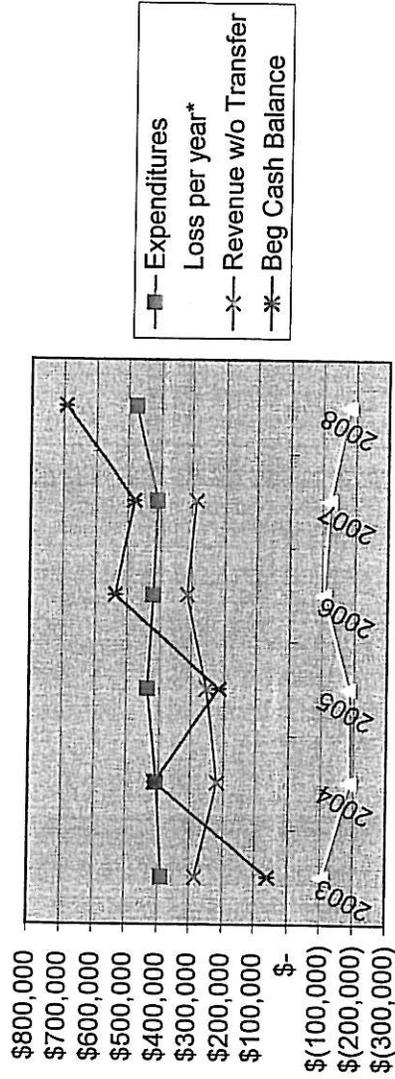
0124-101

A fund created to provide for the operations of the Benton County Fairgrounds.

Excluding the transfer-in from Current Expense, the loss in 2005 was \$182,000, 2006 was \$104,000, 2007 was \$104,000, 2008 was \$120,000. The 2008 loss is trending to be approximately \$110,000.

Fund Balance 12-31-07	\$ 693,579	Fund Balance 8-31-08	\$ 550,821
Revenue:		Expenditures:	
2007 Actual	\$ 511,752	2007 Actual	\$ 411,674
2008 Budget	\$ 297,260	2008 Budget	\$ 476,652

Fairgrounds Operating 0124-101



* Loss per year excludes Operating Transfer-In's from other funds.

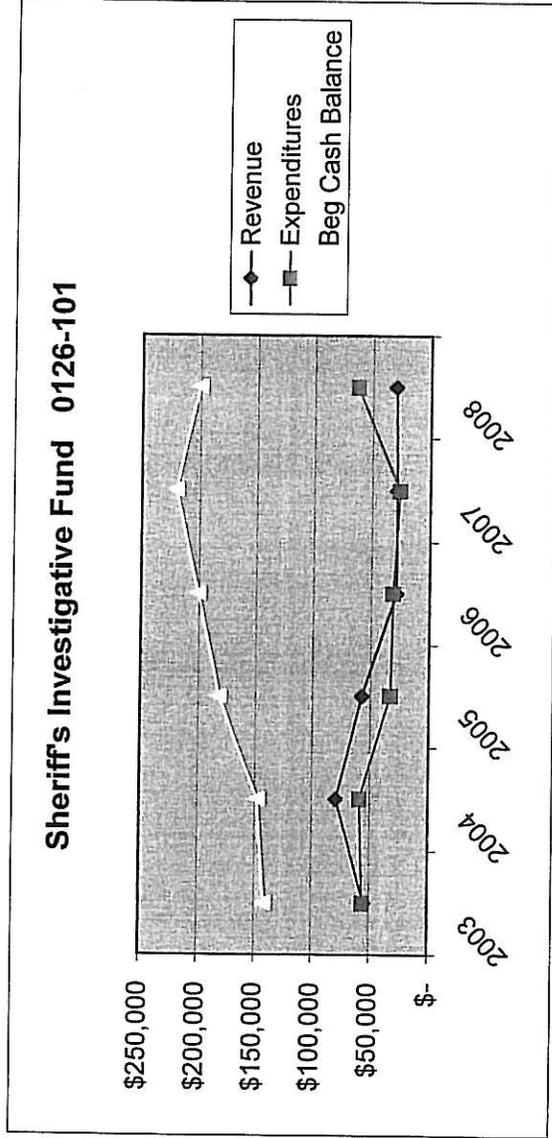
Sheriff's Investigative

0126-101

A fund created to support the special investigative needs of the Sheriff's office.

2008 budget includes a capital purchase for catastrophic repair on equipment. This is included each year. 2009 budget are requesting repair on the Mobile Command Unit that was acquired from Benton County Emergency Management.

Fund Balance 12-31-07	\$ 200,106	Fund Balance 8-31-08	\$ 191,984
Revenue:		Expenditures:	
2007 Actual	\$ 29,628	2007 Actual	\$ 27,364
2008 Budget	\$ 30,782	2008 Budget	\$ 63,305



Canine and Boat Patrol

0127-101

A fund established to maintain the Sheriff's canine and boat patrol programs.

Revenue increase in 2007 was for vessel registration fees.

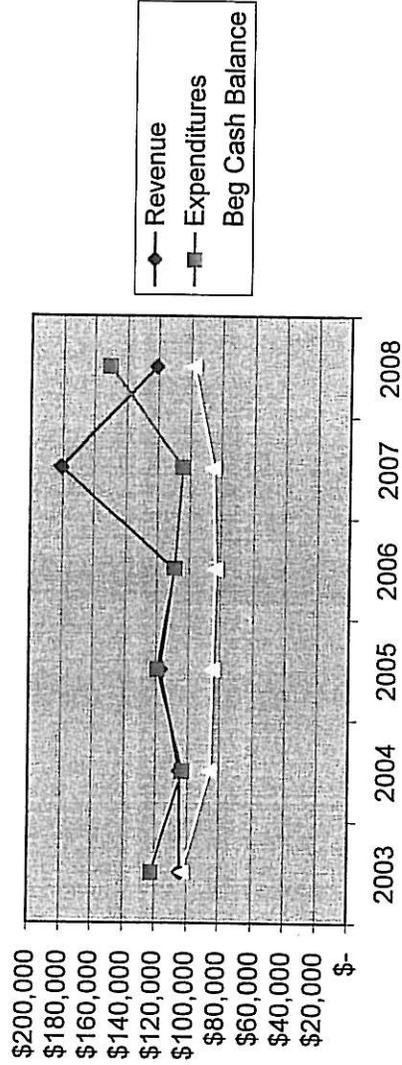
The fund in 2008 is budgeted to utilize \$30,000 of beginning fund balance.

The fund in 2009 is budgeting to utilize \$20,000 of beginning fund balance.

At budgeted usage rate of beginning fund balance, will exhaust the balance in 2010 or 2011.

Fund Balance 12-31-07	\$ 98,250	Fund Balance 8-31-08	\$ 87,618
Revenue:		Expenditures:	
2007 Actual	\$ 181,254	2007 Actual	\$ 104,907
2008 Budget	\$ 121,356	2008 Budget	\$ 150,856

Canine & Boat Patrol 0127-101



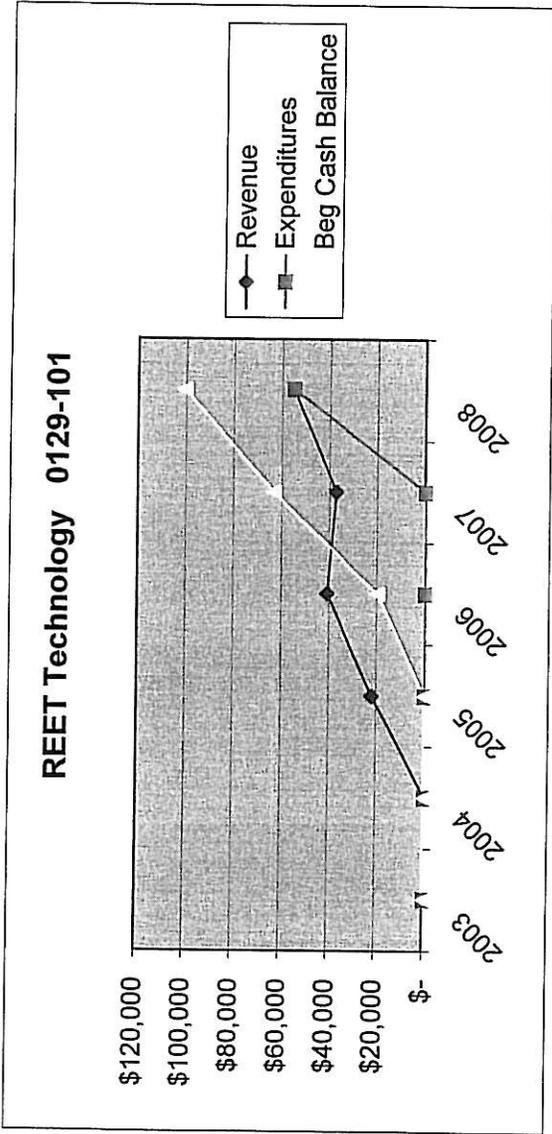
Reet Technology

0129-101

A fund established to collect fees, retain interest earnings and fund expenditures related to the automation of processing real estate excise tax as coordinated by the County Treasurer. Fund established in 2005.

2008 expenditures through September \$3,000.

Fund Balance 12-31-07	\$ 100,590	Fund Balance 8-31-08	\$ 116,859
Revenue:		Expenditures:	
2007 Actual	\$ 37,454	2007 Actual	\$ -
2008 Budget	\$ 55,000	2008 Budget	\$ 55,000



REET (1/4 % Real Estate Excise Tax) 0130-101

A fund to account for the revenues generated by a special 1/4 of 1 percent excise tax levied on the sale of real property within the County.

Current Board procedures:

Health Building Bond \$250,000 per year

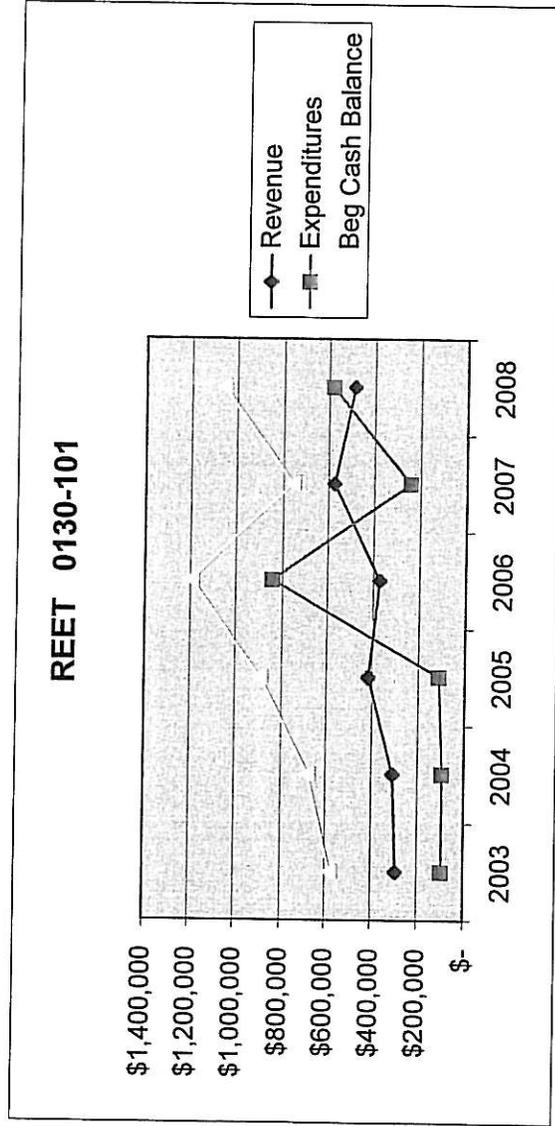
Fairgrounds Improvement fund for one-time construction costs

2007 expenditure spike was the Fairgrounds maintenance building.

2008 expenditures (through September) for Fairgrounds improvements \$51,000.

2009 budget request for Fairgrounds Improvement fund is \$172,000, plus the Health Building Bond payment.

Fund Balance 12-31-07	\$ 1,059,297	Fund Balance 8-31-08	\$ 1,009,138
Revenue:		Expenditures:	
2007 Actual	\$ 577,204	2007 Actual	\$ 245,512
2008 Budget	\$ 490,000	2008 Budget	\$ 583,533



Probation Assessment 0131-101

A fund created to account for probation counseling in District Court.

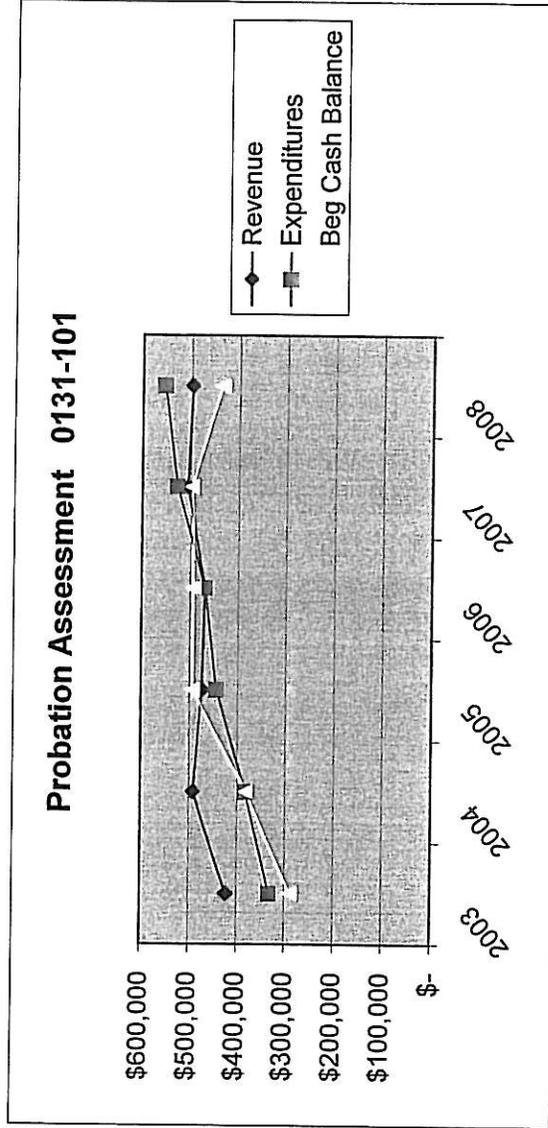
Please be aware for future review - expenditures are higher than revenue generated in 2006 & 2007, and trending higher in 2008.

2009 budgeting to use \$50,000 of beginning fund balance (baseline).

They do have a fund balance that will buffer the variance for several years.

11 employees presently budgeted in this fund.

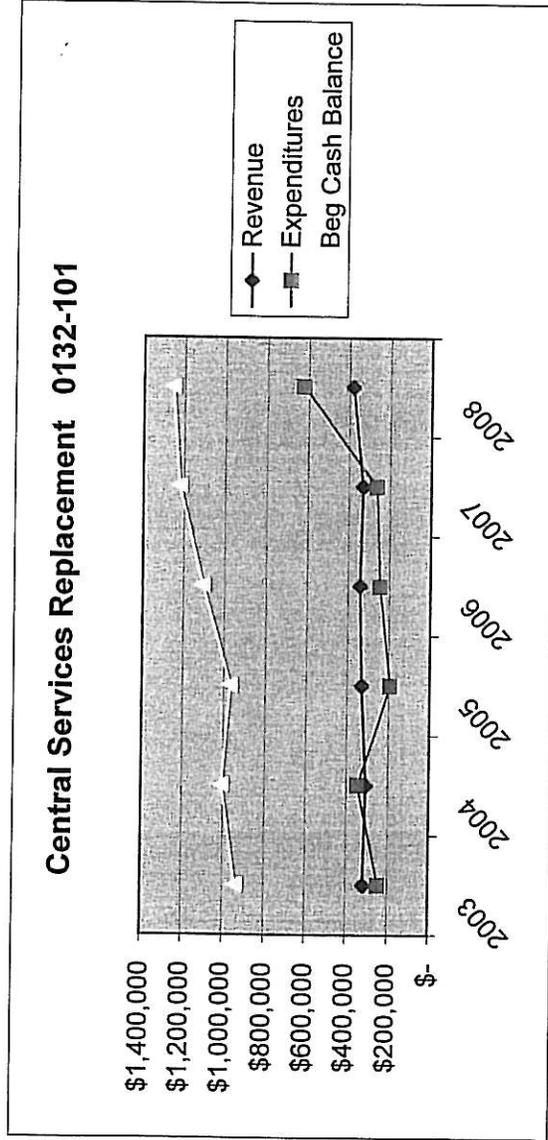
Fund Balance 12-31-07	\$ 434,074	Fund Balance 8-31-08	\$ 418,418
Revenue:		Expenditures:	
2007 Actual	\$ 507,852	2007 Actual	\$ 530,113
2008 Budget	\$ 498,600	2008 Budget	\$ 555,698



Central Svcs Computer Replacement 0132-101

An accumulative reserve fund created to provide funding for the replacement of computer equipment.

Fund Balance 12-31-07	\$ 1,255,151	Fund Balance 8-31-08	\$ 1,262,347
Revenue:		Expenditures:	
2007 Actual	\$ 336,210	2007 Actual	\$ 268,799
2008 Budget	\$ 384,470	2008 Budget	\$ 627,700



1/10% Criminal Justice

0133-101

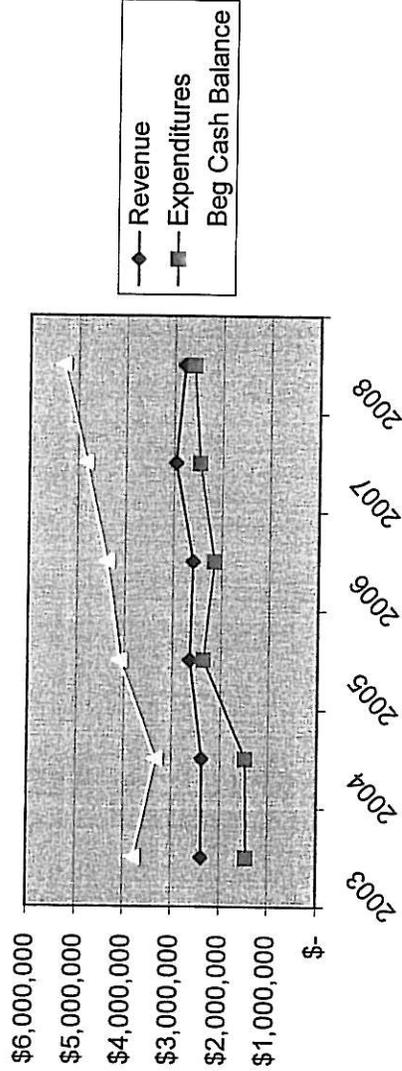
A fund established to collect the voted 1/10th of 1 percent sales tax to help finance the construction and O&M of adult and juvenile jails.

Current Board procedures:

- Current Expense for Jail Operations \$900,000
- Juvenile Center \$165,000
- Justice Center Expansion fund \$1,400,000

Fund Balance 12-31-07	\$ 5,324,091	Fund Balance 8-31-08	\$ 4,793,456
Revenue:			
2007 Actual	\$ 2,976,222	Expenditures:	
2008 Budget	\$ 2,800,000	2007 Actual	\$ 2,481,197
		2008 Budget	\$ 2,609,292

1/10th % Criminal Justice 0133-101



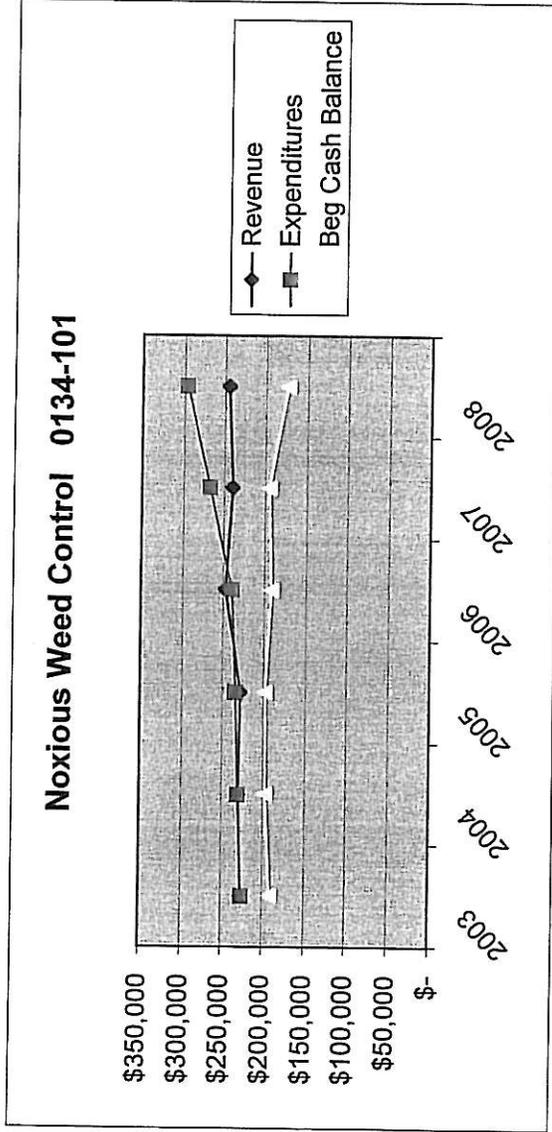
Noxious Weed Control

0134-101

A fund established to control noxious weeds within the County.

2007 expenditures & 2008 projected expenditures above revenues.
 2009 budget request revenues are above expenditures.
 Has an available fund balance to exhaust. Fund has 4 employees.

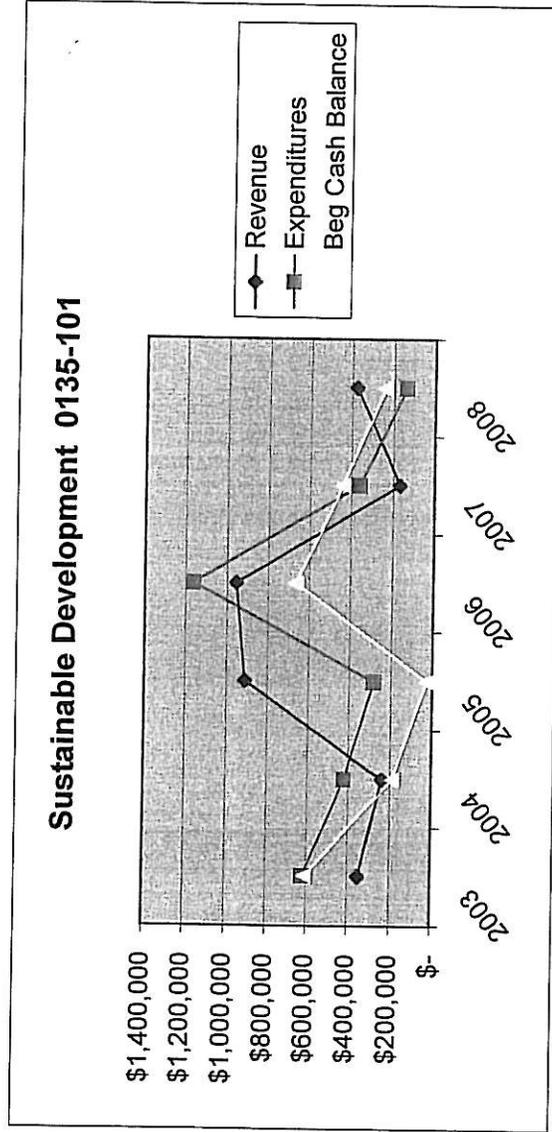
Fund Balance 12-31-07	\$ 173,199	Fund Balance 8-31-08	\$ 123,021
Revenue:		Expenditures:	
2007 Actual	\$ 240,880	2007 Actual	\$ 267,838
2008 Budget	\$ 245,900	2008 Budget	\$ 297,080



Sustainable Development 0135-101

Established to promote economic development and diversity within the County.

Fund Balance 12-31-07	\$ 239,499	Fund Balance 8-31-08	\$ 598,291
Revenue:			
2007 Actual	\$ 170,297	Expenditures:	
2008 Budget	\$ 381,321	2007 Actual	\$ 361,994
		2008 Budget	\$ 141,321



Courthouse Facilitator

0136-101

A fund established to provide legal document assistance to domestic violence litigants. Revenues are generated from domestic, probate, and adoption filings.

2005 revenue increase due to increased revenue for facilitators user fee.

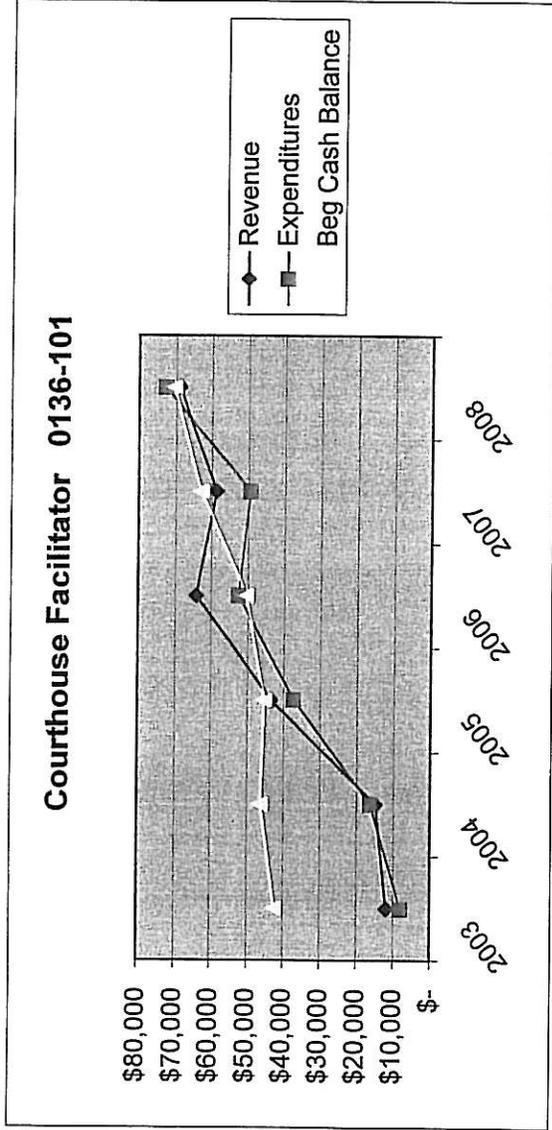
At the end of August, 2008 revenues exceeding expenditures.

2008 Resolution changed staff in this fund from a contracted person to a Benton County employee.

2009 budget request expenditures utilize \$12,000 of beginning fund balance.

Due to the small fund balance, recommend reviewing this fund in future budgets that expenditures do not excessively exceed revenues.

Fund Balance 12-31-07	\$ 70,477	Fund Balance 8-31-08	\$ 77,060
Revenue:		Expenditures:	
2007 Actual	\$ 58,904	2007 Actual	\$ 49,646
2008 Budget	\$ 69,000	2008 Budget	\$ 72,986



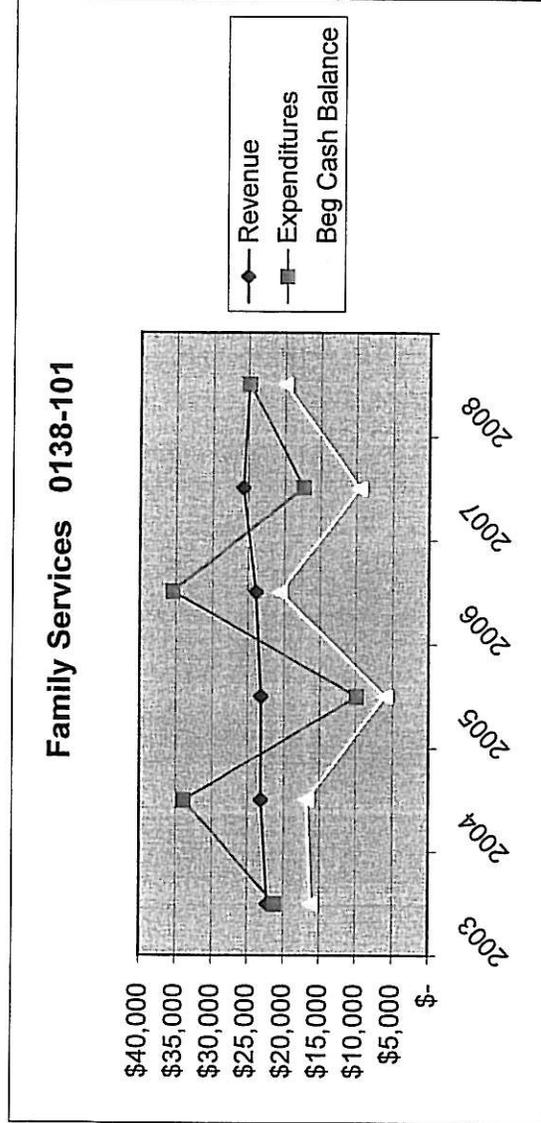
Family Services

0138-101

A fund created to provide family services within the juvenile court system.
 Revenue is from Marriage licenses.

Expenditure fluctuations are related to staffing.

Fund Balance 12-31-07	\$ 19,943	Fund Balance 8-31-08	\$ 23,099
Revenue:		Expenditures:	
2007 Actual	\$ 25,791	2007 Actual	\$ 17,441
2008 Budget	\$ 25,002	2008 Budget	\$ 25,002

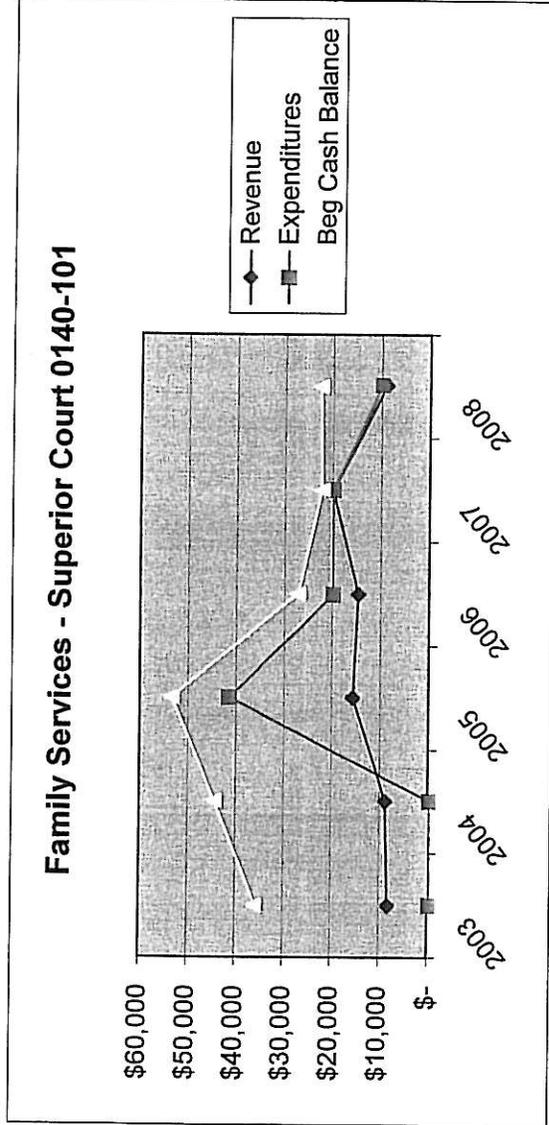


Family Services - Superior Court 0140-101

Established to provide family services within the superior court system.

2005-2008 expenditures are an Operating Transfer-out to Current Expense.

Fund Balance 12-31-07	\$ 22,496	Fund Balance 8-31-08	\$ 29,345
Revenue:			
2007 Actual	\$ 20,049	2007 Actual	\$ 20,000
2008 Budget	\$ 9,000	2008 Budget	\$ 10,000



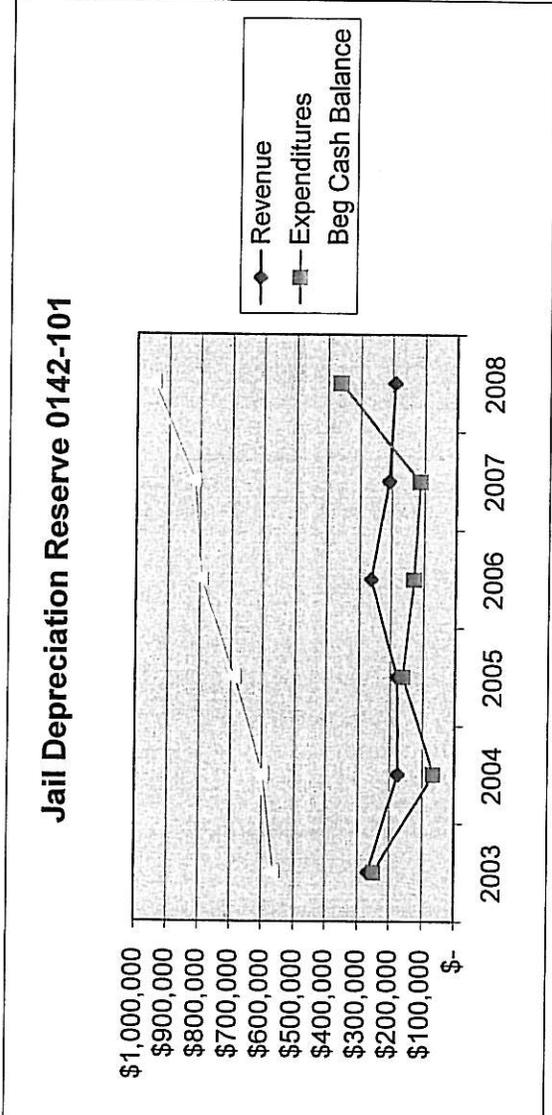
Jail Depreciation Reserve 0142-101

Established for the purpose of holding the monies charged for depreciation on the county jail.

2008 projected expenditures \$236,000.

2009 requested expenditures \$682,800.

Fund Balance 12-31-07	\$ 951,443	Fund Balance 8-31-08	\$ 969,720
Revenue:		Expenditures:	
2007 Actual	\$ 209,547	2007 Actual	\$ 115,387
2008 Budget	\$ 194,000	2008 Budget	\$ 363,800



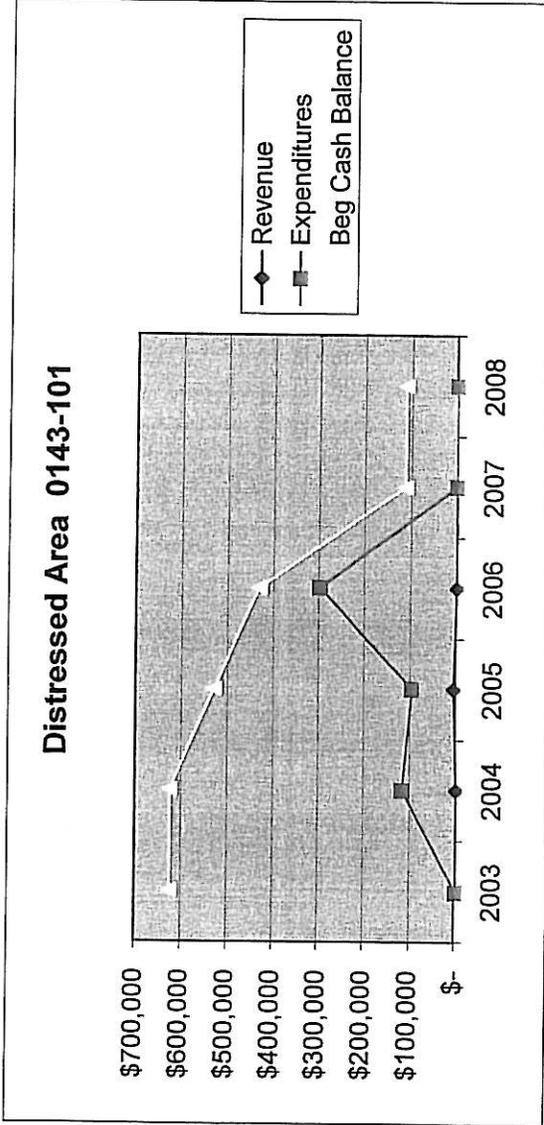
Distressed Area Capital

0143-101

A fund established to receive monies for the Department of Revenue for sales tax in distressed rural areas for the purpose of financing public facilities.

2005 expenditure spike - Port of Benton & City of Richland.

Fund Balance 12-31-07	\$ 111,752	Fund Balance 8-31-08	\$ 11,752
Revenue:		Expenditures:	
2007 Actual	\$ -	2007 Actual	\$ -
2008 Budget	\$ -	2008 Budget	\$ -



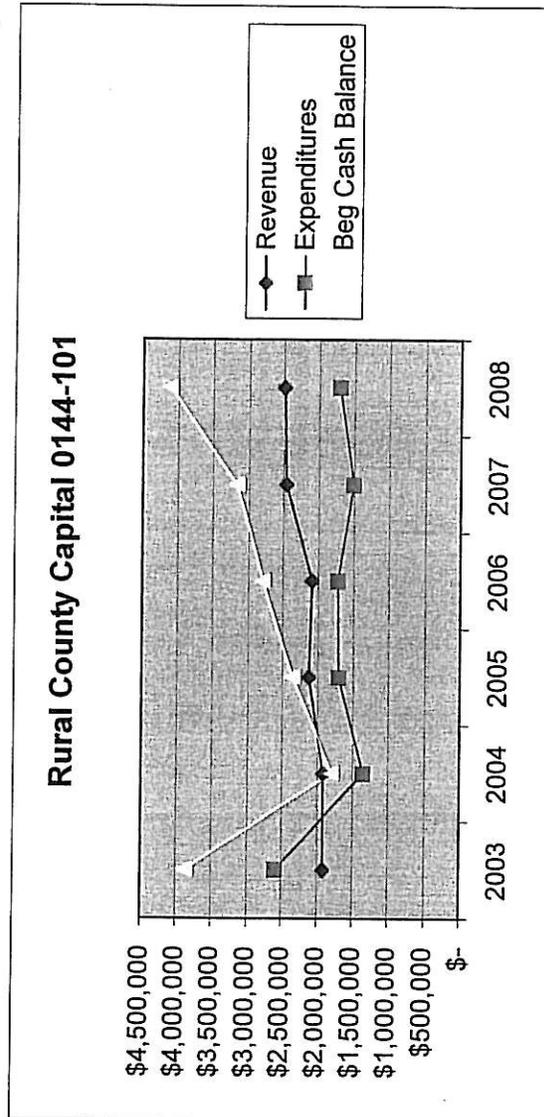
Rural County Capital

0144-101

A fund established for the purpose of financing public facilities.

Entire fund is obligated to the Justice Center Bond payment per interlocal agreement.

Fund Balance 12-31-07	\$ 4,111,283	Fund Balance 8-31-08	\$ 4,389,982
Revenue:		Expenditures:	
2007 Actual	\$ 2,466,936	2007 Actual	\$ 1,520,123
2008 Budget	\$ 2,500,000	2008 Budget	\$ 1,715,135



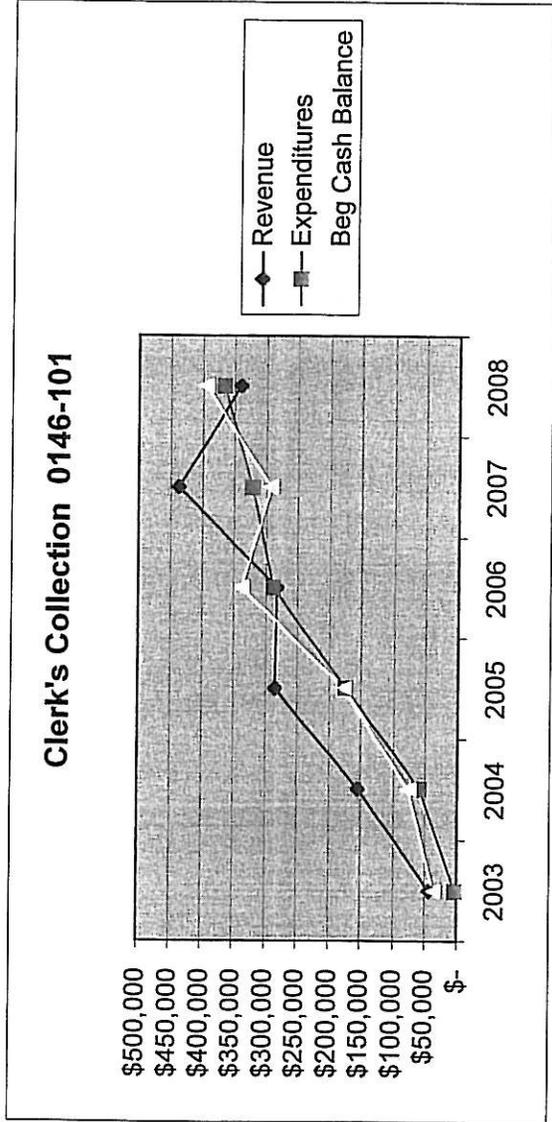
Clerk's Collection

0146-101

A fund providing tracking and collection of overdue Court costs and restitution fees.

2007 revenue spike from collection cost recovery.
 2008 revenue trending \$150,000 above budget.

Fund Balance 12-31-07	\$ 395,107	Fund Balance 8-31-08	\$ 496,621
Revenue:		Expenditures:	
2007 Actual	\$ 437,936	2007 Actual	\$ 322,330
2008 Budget	\$ 340,767	2008 Budget	\$ 367,126



Protective Inspection Services 0149-101

Established to provide tracking and collection of building permits and inspection services.

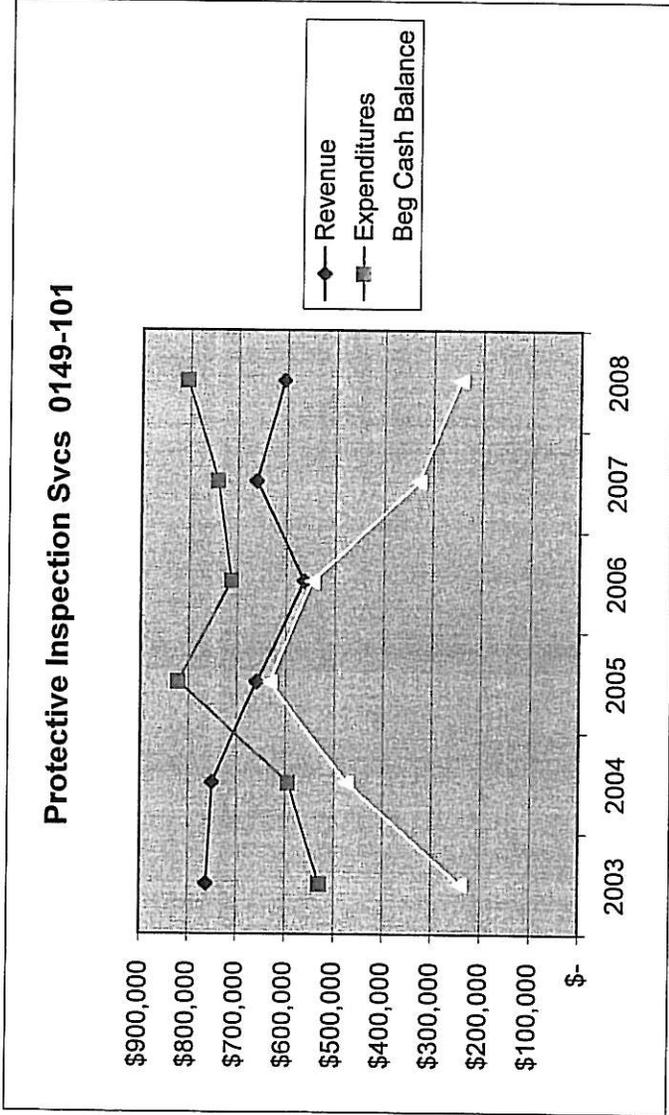
Fund expenditures above revenues an average of \$131,000 per year 2005-2007.

At current attrition rate, will utilize beginning fund balance in 2009.

10 employees in fund.

In 2009 baseline budget, has a revenue shortfall of \$159,000.

Fund Balance 12-31-07	\$ 245,665	Fund Balance 8-31-08	\$ 92,130
Revenue:		Expenditures:	
2007 Actual	\$ 663,531	2007 Actual	\$ 744,132
2008 Budget	\$ 607,682	2008 Budget	\$ 807,109



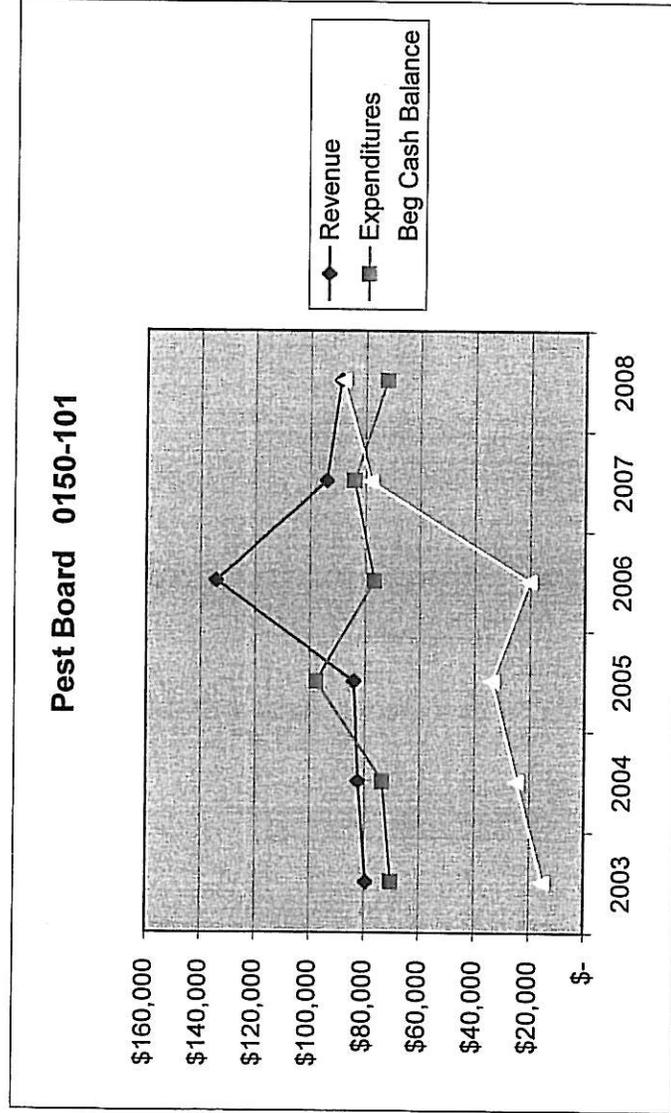
Pest Board

0150-101

Provides tracking and collection of activities associated with pest control. Established for the operation and maintenance of the Benton County Pest Board to show self-sustainability from a horticulture assessment on property.

2006 revenue spike due to assessments.

Fund Balance 12-31-07	\$ 88,200	Fund Balance 8-31-08	\$ 62,652
Revenue:		Expenditures:	
2007 Actual	\$ 94,153	2007 Actual	\$ 84,420
2008 Budget	\$ 88,967	2008 Budget	\$ 72,335



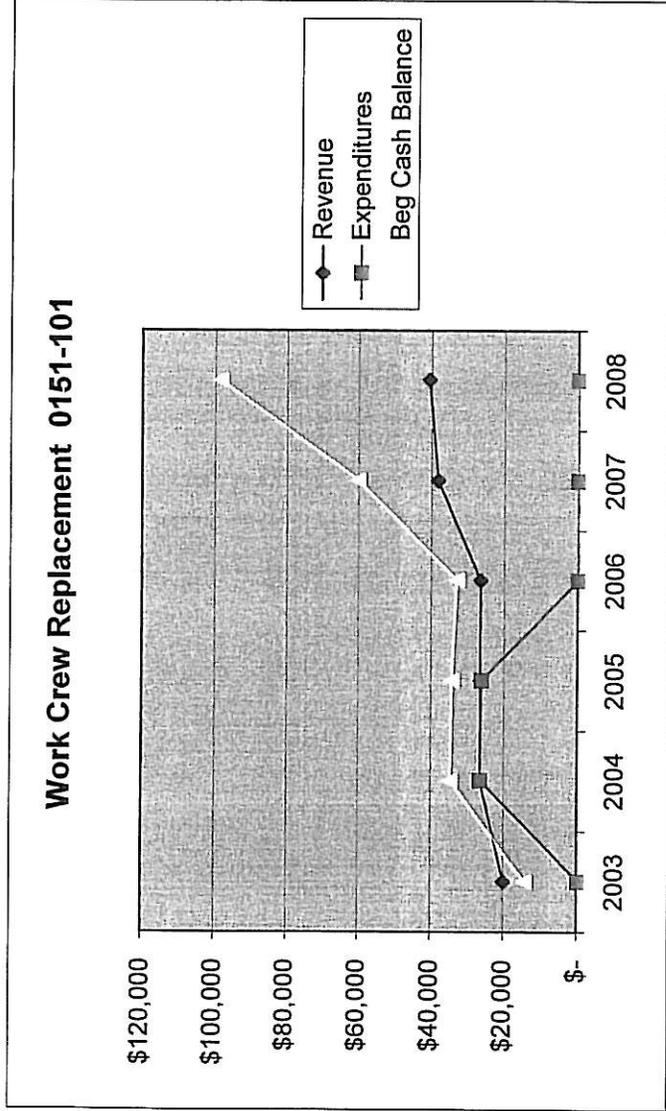
Work Crew Replacement

0151-101

A fund established to track fees received from inmates, assigned to work crews, and assist in the purchase of replacement vehicles for the work crew program.

2009 budget request includes a replacement vehicle \$27,000.

Fund Balance 12-31-07	\$ 98,449	Fund Balance 8-31-08	\$ 122,277
Revenue:		Expenditures:	
2007 Actual	\$ 38,373	2007 Actual	\$ -
2008 Budget	\$ 40,800	2008 Budget	\$ -



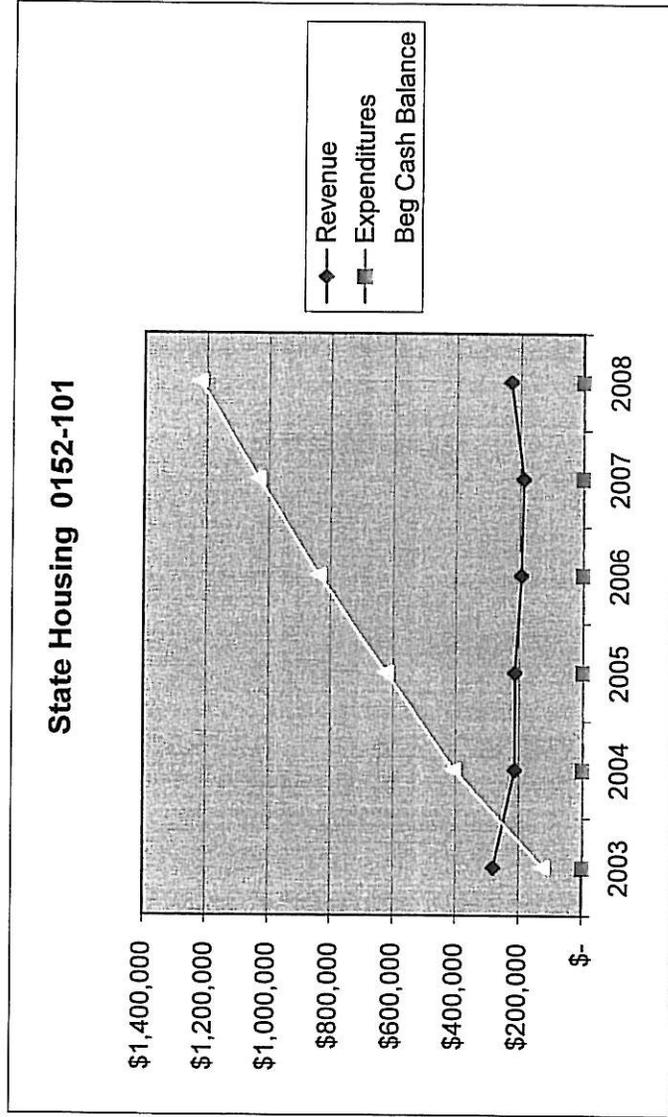
State Housing

0152-101

To account for 60% of a surcharge on recording fees to fund housing projects for very low-income persons. Established by amendment to RCW 36.22 effective 6/13/2002.

Human Services is presently working on an interlocal agreement with the Cities. The 2009 budget requests appropriated expenditures of \$500,000.

Fund Balance 12-31-07	\$ 1,222,832	Fund Balance 8-31-08	\$ 1,348,913
Revenue:		Expenditures:	
2007 Actual	\$ 190,545	2007 Actual	\$ -
2008 Budget	\$ 230,000	2008 Budget	\$ -



Vit Impact

0153-101

A fund created to aid the County in accommodating the impact of labor changes during the construction of the radioactive waste vitrification plant.

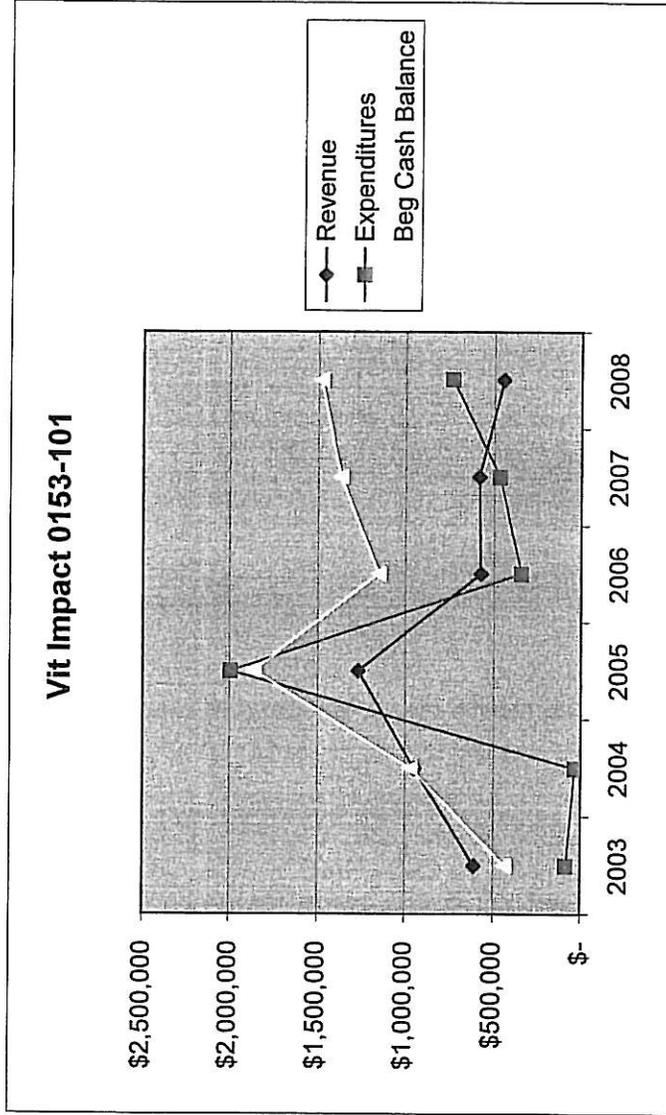
Current Board procedures:

Operating transfer to Fairgrounds Improvements fund for \$100,000

Operating transfer to Current Expense for capital purchases

2005 revenue spike due to \$1,800,000 operating transfer to Capital Projects (BIPIN).

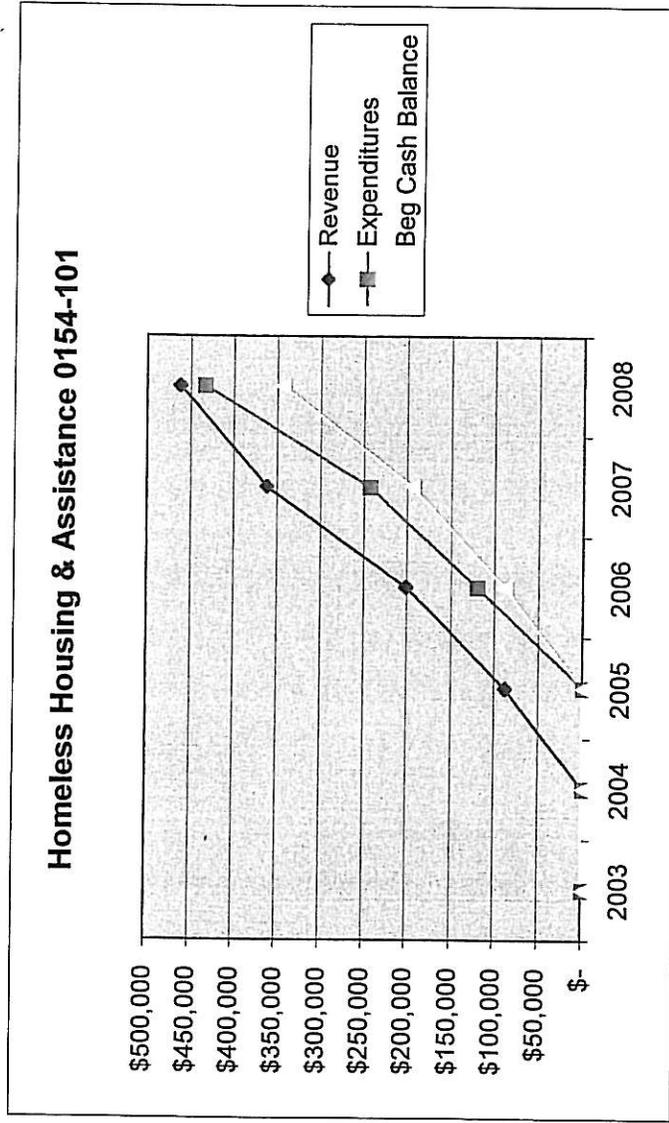
Fund Balance 12-31-07	\$ 1,481,804	Fund Balance 8-31-08	\$ 1,567,207
Revenue:		Expenditures:	
2007 Actual	\$ 587,517	2007 Actual	\$ 473,077
2008 Budget	\$ 450,000	2008 Budget	\$ 739,937



Homeless Housing & Assistance 0154-101

A fund established per State of Washington Legislature SSHB 2163, to collect a surcharge of ten dollars on recorded documents by the County Auditor to prevent and end homelessness in the State of Washington.

Fund Balance 12-31-07	\$ 343,557	Fund Balance 8-31-08	\$ 385,386
Revenue:		Expenditures:	
2007 Actual	\$ 362,383	2007 Actual	\$ 243,392
2008 Budget	\$ 462,600	2008 Budget	\$ 434,000



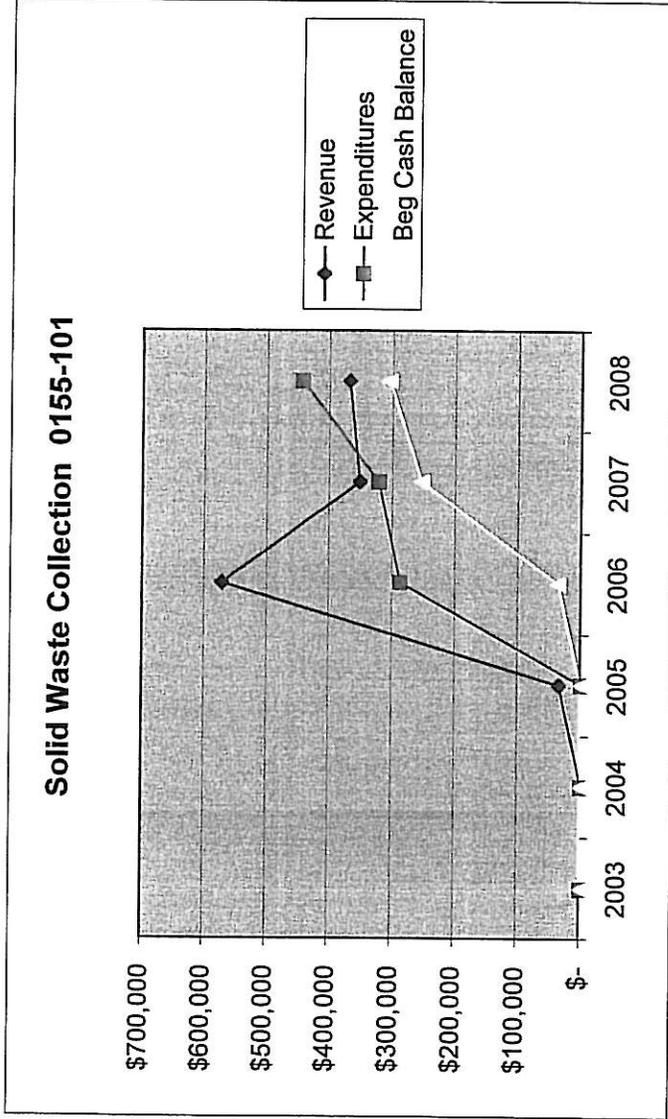
Solid Waste Collection

0155-101

A fund established to collect fees and assist in the planning and administration of solid waste management plans.

Part of revenue grant related - Coordinated Prevention Grant.
2008 revenues are trending above expenditures.

Fund Balance 12-31-07	\$ 304,460	Fund Balance 8-31-08	\$ 312,649
Revenue:		Expenditures:	
2007 Actual	\$ 351,483	2007 Actual	\$ 321,706
2008 Budget	\$ 368,360	2008 Budget	\$ 443,620



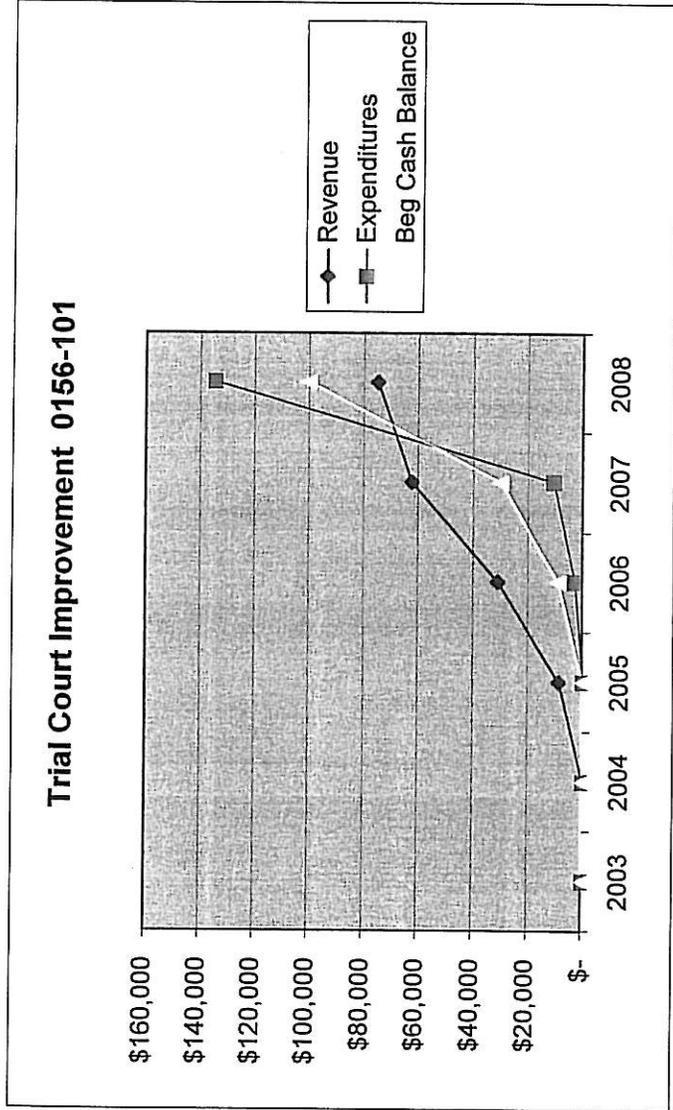
Trial Court Improvement

0156-101

A fund established per State of Washington Legislature 2ESSB 5454 for improvements to superior and district court staffing, programs, facilities and services. An amount equal to 100% of the State's contribution received by the County for district court judge's salaries is retained for the fund.

2008 supplement will utilize a majority of the beginning fund balance: supplement included a jury management system, chairs for District Court, digital recorders for court rooms, and a server & software for Superior Court case management programs.

Fund Balance 12-31-07	\$ 99,760	Fund Balance 8-31-08	\$ 109,516
Revenue:		Expenditures:	
2007 Actual	\$ 62,626	2007 Actual	\$ 10,792
2008 Budget	\$ 75,000	2008 Budget	\$ 134,596



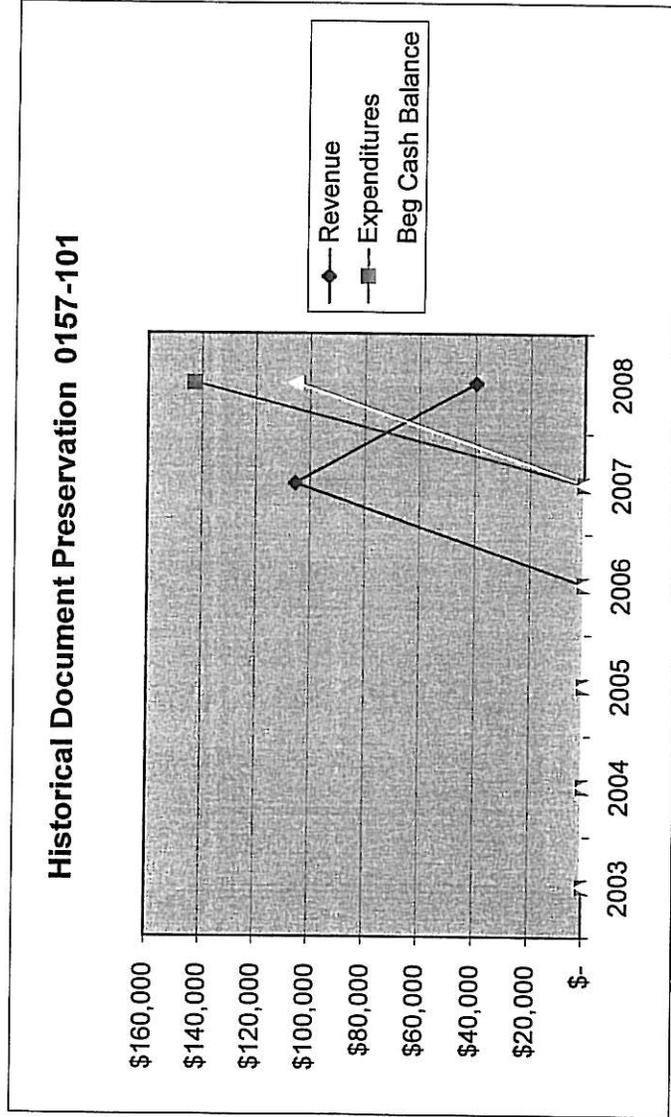
Historical Document Preservation 0157-101

A fund established to receive a surcharge on recorded documents and used to promote historical preservation or historical programs.

The surcharge shall be used at the discretion of the County Commissioners to promote historical preservation or programs, which may include preservation of historic documents.

Project \$40,000 in expenditures in 2008.

Fund Balance 12-31-07	\$ 105,199	Fund Balance 8-31-08	\$ 132,712
Revenue:		Expenditures:	
2007 Actual	\$ 105,541	2007 Actual	\$ -
2008 Budget	\$ 40,000	2008 Budget	\$ 143,000

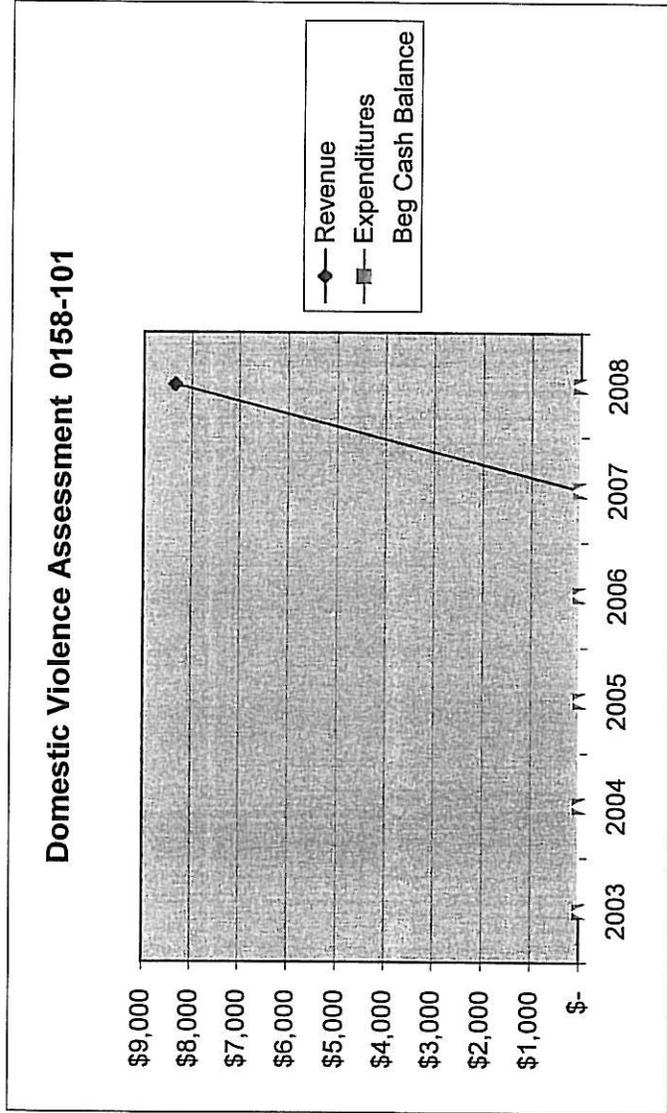


Domestic Violence Assessment 0158-101

A fund established to receive revenues from a penalty assessment on any person convicted of a crime involving domestic violence. Revenues from the assessment shall be used solely for the purposes of establishing and funding domestic violence advocacy, prevention and prosecution programs within the County.

New fund created in 2008.

Fund Balance 12-31-07	\$ -	Fund Balance 8-31-08	\$ 8,349
Revenue:		Expenditures:	
2007 Actual	\$ 2,007	2007 Actual	\$ -
2008 Budget	\$ 2,008	2008 Budget	\$ 8,349



9:35

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, TREASURER'S OFFICE, DEPT. 124, BUDGET IN THE AMOUNT OF \$13,500

WHEREAS, the Treasurer's Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 124, in the amount of \$13,500; and said supplement is for professional fees connected to sales tax revenue; and,

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Treasurer's Office, Dept. 124, in the amount of \$13,500 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Auditor; Treasurer; Ivey; Supplement file

flores

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense** Fund Number: **0000-101**
 Dept Name: **Treasurer** Dept Number: **124**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
514.229.4102	Contract Services	13,500	34,000
Total Supplement		\$13,500	

Revenue		
Fund Number	Item Name	Amount
313.10.0001	Local Retail Sales & Use Tax	13,500
Total Revenue		\$13,500

Basis for Supplement (Attach Documentation as Appropriate):
 Request supplement for Professional fees connected to sales tax revenue generated from the correction of coding errors from automobile and boat sales per Resolution 07-766 attached. Professional fees account for 20% of revenues generated.

Commissioners

Charles R. Allen
 CHAIRMAN
Mark E. Bennett
 COMMISSIONER
Leo M. Beuman
 COMMISSIONER

Approved for Hearing
 Denied

Review Notes: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 96 JUVENILE & REFUNDING BOND FUND NO. 0205-201, DEPT. 000, BUDGET IN THE AMOUNT OF \$622,241

WHEREAS, the Treasurer's Office has requested a supplemental appropriation to the 96 Juvenile & Refunding Bond Fund No. 0205-201, Dept. 000, in the amount of \$622,241; and said supplement is for a transfer out to the Justice Center Bond Fund; and,

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 96 Juvenile & Refunding Bond Fund No. 0205-201, Dept. 000, in the amount of \$622,241 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **96 Juvenile & Refunding Bond** Fund Number: **0205-201**
 Dept Name: _____ Dept Number: _____

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
597.100.9929	Transfer out to Justice Center Bond Fund	622,241	622,241
Total Supplement		\$622,241	

Revenue		
Fund Number	Item Name	Amount
	Fund Balance	622,241
Total Revenue		\$622,241

Basis for Supplement (Attach Documentation as Appropriate):
 To move funds from 96 Juvenile and Refunding Bond Fund to the Justice Center Bond Fund

Commissioners

Claude L. Oliver
 CHAIRMAN
Mark E. Bennett
 COMMISSIONER
Chas M. Bowman
 COMMISSIONER

Approved for Hearing
 Denied

Review Notes: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 TRIAL COURT IMPROVEMENT FUND NO. 0156-101, DEPT. 000, BUDGET IN THE AMOUNT OF \$100,116

WHEREAS, Superior Court has requested a supplemental appropriation to the Trial Court Improvement Fund No. 0156-101, Dept. 000, in the amount of \$100,116; and said supplement is for office supplies, computer hardware and software; and,

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Trial Court Improvement Fund No. 0156-101, Dept. 000, in the amount of \$100,116 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Trial Court Improvement	Fund Number:	0156101
Dept Name:	Superior Court	Dept Number:	

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.815.3101	Office Supplies	14,016	24,016
512.815.3301	Software	9,100	9,100
512.815.9401	Capital Computer Hardware	39,600	39,600
512.815.9402	Capital Computer Software	37,400	37,400
Total Supplement		\$100,116	

Revenue

Fund Number	Item Name	Amount
	Beginning Fund Balance	100,116
Total Revenue		\$100,116

Basis for Supplement:

Expenditures authorized under Resolution No. 08-760 attached hereto

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

Approved for Hearing

Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF \$77,000

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of \$77,000; and said supplement corresponds to a request by Superior Court for supplies, computer hardware and software; and,

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of \$77,000 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Auditor; Central Services; Ivey; Supplement file

flores

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, SUPERIOR COURT, DEPT. 123, BUDGET IN THE AMOUNT OF \$15,169

WHEREAS, Superior Court has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 123, in the amount of \$15,169 for interpreter expenditures; and

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Superior Court, Dept. 123, in the amount of \$15,169 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
Dept Name: **Superior Court**

Fund Number: **0000-101**
Dept Number: **123**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.219.4103	Professional Services	7,669	157,669
512.210.4102	Contract Services	7,500	37,500
Total Supplement		\$15,169	

Revenue		
Fund Number	Item Name	Amount
338-12-0005	Reimbursement from State for interpreter expenditures	15,169
Total Revenue		\$15,169

Basis for Supplement:

(1) The State Office of Court Administration made available funds to reimburse the court for a portion of interpreter expenditures. The Benton County Auditor has notified the court that the proper method to replenish the court's line items is through supplementals and not reimbursement at the time the revenue is received.

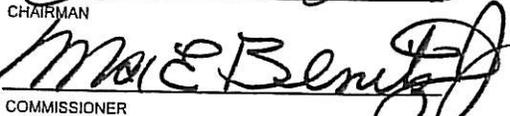
Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners


CHAIRMAN


COMMISSIONER


COMMISSIONER

Approved for Hearing

Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, SUPERIOR COURT, DEPT. 123, BUDGET IN THE AMOUNT OF \$3,762

WHEREAS, Superior Court has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 123, in the amount of \$3,762 for expenditures related to Guardian Ad Litem cases; and

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Superior Court, Dept. 123, in the amount of \$3,762 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense**
Dept Name: **Superior Court**

Fund Number: **0000-101**
Dept Number: **123**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.211.4103	Professional Services	3,000	5,500
512.211.4301	Travel	762	2,262
Total Supplement		\$3,762	

Revenue		
Fund Number	Item Name	Amount
338-12-0005	Reimbursement from State for expenditures incurred by GAL's on indigent/volunteer cases	3,762
Total Revenue		\$3,762

Basis for Supplement:

(1) The State Office of Court Administration made available funds to reimburse the court for expenditures related to indigent/volunteer Guardian Ad litem cases. The Benton County Auditor has notified the court that the proper method to replenish the court's line items is through supplementals and not reimbursement at the time the revenue is received.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

Charles R. Clark
 CHAIRMAN
Mark E. Bennett
 COMMISSIONER
Leo M. Beeman
 COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, SUPERIOR COURT, DEPT. 123, BUDGET IN THE AMOUNT OF \$21,230

WHEREAS, Superior Court has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 123, in the amount of \$21,230 for salaries for judges pro tem, arbitrators and associated benefits; and

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Superior Court, Dept. 123, in the amount of \$21,230 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense** Fund Number: **0000-101**
 Dept Name: **Superior Court** Dept Number: **123**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.210.1922	Judge Pro Tem (part time)	10,559	28,383
512.210.1923	Arbitrators	7,244	22,965
512.210.2102	Social Security (FICA)	2,352	74,135
512.210.2104	Retirement	1,074	68,292
Total Supplement		\$21,230	

Revenue		
Fund Number	Item Name	Amount
338-12-0005	Reimbursement from State for portion of the costs incurred for salaries & benefits for judge pro tems and arbitrators	21,230
Total Revenue		\$21,230

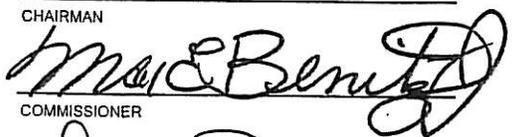
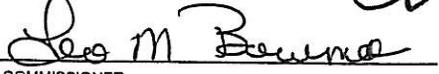
Basis for Supplement:
 (1) The State Office of Court Administration made available funds to reimburse the court for a portion of the salaries for judge pro tems and arbitrators and the benefits related to those salaries due to and IRS ruling in January, 2008. The Benton County Auditor has notified the court that the proper method to replenish the court's line items is through supplementals and not reimbursement at the time the revenue is received.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 JUVENILE CENTER FUND NO. 0115-101, DEPT. 174, BUDGET IN THE AMOUNT OF \$72,750

WHEREAS, the Juvenile Center has requested a supplemental appropriation to the Juvenile Center Expense Fund No. 0115-101, Dept. 174, in the amount of \$72,750; and said supplement is for funding for salaries, benefits, supplies and services associated with the Girl Power, DMC Action Network and MacArthur Foundation Grants; and,

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Juvenile Center Expense Fund No. 0115-101, Dept. 174, in the amount of \$72,750 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: Juvenile	Fund Number: 0115-101
Dept Name: Grant Reimbursement	Dept Number: 174

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
527.400.1911	Temp. Help	\$29,000	\$29,000
527.400.2102	FICA	\$2,218	\$52,727
527.400.2104	Retirement	\$2,480	\$222,113
527.400.3101	Supplies	\$6,650	\$19,204
527.400.3130	Incentives - Activities/Supplies	\$2,500	\$8,845
527.400.3201	Vehicle Fuel	\$200	\$2,350
527.400.4103	Professional Services	\$18,863	\$417,741
527.400.4201	Postage	\$500	\$1,148
527.400.4301	Travel	\$10,339	\$55,887
Total Supplement		\$72,750	

Revenue

Fund No.	Item Name	Amount
0115-101	Girl Power Grant 334.04.6061	\$7,636
0115-101	DMC Action Network 367.11.0003	\$15,114
0115-101	MacArthur Foundation (Models for Change) 367.11.0002	\$50,000
Total Revenue		\$72,750

Basis for Supplement (Attach Documentation as Appropriate):

* The Juvenile Department was awarded funds by the Benton County & Franklin County/Burbank Community Public Health & Safety Networks to conduct programs addressing Child Abuse and Neglect. Expenditures associated with the additional allocation were not included in our 2008 Budget Request for Department 174, therefore a supplement is need to expend grant revenues accordingly per joint resolution signed February 2008.

** The Juvenile Department was awarded grant dollars dedicated for the DMC Action Network Program. Expenditures associated with this award were not included in our 2008 Budget Request. Therefore, a supplement is needed to expend projected grant revenue in accordance with the Joint Resolution signed by both boards of Commissioners in March 2008.

*** The Juvenile Department was awarded additional grant dollars dedicated for the MacArthur grant as approved by both boards of commissioners. A portion of the expenditures associated with the additional allocation were included in our 2008 Budget Request for Dept. 174 however additional dollars were awarded, therefore a supplement is needed to expend the additional grant revenues accordingly.

Approved for Hearing

Denied

Approved for Hearing

Denied

CHAIRMAN

Claude L. Chari

CHAIRMAN

COMMISSIONER

Max E. Benney

COMMISSIONER

COMMISSIONER

Lo M. Bouman

COMMISSIONER

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 HOMELESS HOUSING AND ASSISTANCE FUND NO. 0154-101 BUDGET IN THE AMOUNT OF \$6,360

WHEREAS, the Human Services Department has requested a supplemental appropriation to the Homeless Housing and Assistance Fund No. 0154-101, in the amount of \$6,360 as funding for pilot program for homeless young adults; and,

WHEREAS, a public hearing was held on Monday, October 6, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Homeless Housing and Assistance Fund No. 0154-101, in the amount of \$6,360 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

9:55

AGENDA ITEM MTG. DATE: Monday, Oct. 6th SUBJECT Appeal of FM Decision Prepared By: Ken Williams <i>Ken</i> Reviewed By: Steve Brown <i>SB</i>	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u>Public Hearing XXX</u> 1st Discussion 2nd Discussion Other
--	--	---

BACKGROUND INFORMATION

On February 21, 2007, a plan review letter (enclosed) was sent to Pastor Gilchrest, Temple Baptist Church and to SCM Consultant (Architect of Record) regarding the Church's proposed addition. Item 2 of the enclosed plan review letter stated that the FDC (Fire Dept Connection) for the sprinkler system was to be within ninety feet of a hydrant. This can be accomplished by locating a hydrant within the 90 feet or locating the Fire Department Connection to within 90 feet of a hydrant. When plan review letters are sent out it is the recipient's duty to pass on the information to the respective contractors.

On July 3rd, 2008, a final inspection was conducted and it was noticed that the FDC was placed on the building and that it was more than 90 feet from the existing hydrant. A July 9, 2008 letter (enclosed) was sent to Pastor Gilchrest advising him of five items that needed to be corrected prior to occupancy being approved. The first item spoke to the Fire Dept Connection not being within 90 feet of a hydrant.

Since the July 3rd letter, several conversations have been held with Church Representative Randy Barnes. On August 19th, a letter (enclosed) was sent to Mr. Barnes confirming the points that he and I had discussed earlier on August 19th. Additionally, the letter granted temporary occupancy of the new addition until the FDC problem has been settled, and explained the appeal process.

It is believed that one of the Church's positions may be that they were not aware of the requirement, and that the County Fire Marshal should have notified the contractors of this requirement. The Church may also contend the cost (due to the underground utilities between the current fire department connection and the hydrant) is to high, and with the current fire department connection being only 157 feet from the hydrant it is unreasonable to require its relocation.

SUMMARY

Neither SCM nor the Church's advised the contractors that the fire department connection was to be located within 90 feet of a hydrant. In the fourteen years as Benton County Fire Marshal, this is the first time that the requirement for placing the fire department connection within 90 feet of a hydrant has been an issue.

Section 903.3.7 of the fire code states, "Fire department connections. The location of fire department connections shall be approved by the fire code official." The importance of the fire department connection is to provide additionally pressure to the fire sprinkler system in case the fire over runs the capabilities of the domestic supply. Another vital duty of the fire department connection, is to serve as an alternative source of water should a valve in the primary water supply be closed.

The policy of requiring the Fire Department Connection to be within 90 feet of a hydrant was first instituted thirty-two years ago when I was Fire Marshal for the City of Kennewick, and in 1994 when I was hired as Fire Marshal for Benton County this policy was initiated in the County. The primary reason for the 90 feet requirement is personnel. Nationally the distance is 150 feet. This requires two Firefighters to each load 100 feet of hose and stretch it to the fire department connection. The extra 50 feet is for going around obstacles. The 90 feet requirement only requires one Firefighter carrying two 50-foot lengths to connect to the sprinkler connection.

Locally, the policies for the location of the fire department connection vary. Kennewick remains at 90 feet. Richland is 200 feet. Pasco and Franklin County do not have a policy.

The vast number of existing and future fire department connections requires two or more separate hose lines to be extended from the fire truck. This greatly compounds the amount of time and effort required to connect to the sprinkler system, and emphasizes the importance of fire department location.

With the fire department connection for the Church requiring one hose line it will require 200 feet of hose line (2 1/2" fire hose comes in 50 foot lengths). One of the cardinal rules of firefighting is for the first arriving engine company to connect to the sprinkler connection. Often this is when it is very hectic, and personnel are at its shortest.

RECOMMENDATION

It is recommended that the Temple Baptist Church appeal to leave the fire department connection in its present location be denied. Further, the County Fire Marshal is directed to work with the Church to resolve this issue so that Occupancy is granted by September 9, 2009.

FISCAL IMPACT

There is no impact to the County

MOTION

The Temple Baptist Church's appeal requesting the fire department connection to remain at its present location is denied, and the Benton County Fire Marshal is directed to work with the Church to resolve this issue so that Occupancy is granted by September 9, 2009.

Cc: David Sparks, County Administrator
Loretta SmithKelty, Deputy County Administrator
Steve Brown, Building Dept Manager
Randy Barnes, Temple Baptist Church

Encl: Feb 21, 2007 Plan Review Letter
July 9, 2008 Letter
August 19, 2008 Letter

Benton County Planning/Building Department

Terry A. Marden, Director

Building Department
5600 W. Canal Place, Box 105A
Kennewick, WA. 99336
(509)-735-6555 ext 2415
From Prosser call 786-5622
Fax 736-2732

Planning Department
PO Box 910, 1002 Dudley Ave.
Prosser, WA. 99350
(509) 786-5612
From Tri-Cities call 736-3086
Fax 786-5629

Wednesday, February 21, 2007

Michael Gilchirt, Pastor
Temple Baptist Church
4555 Arena Rd
Richland,
WA.
99352

Re: Multipurpose Addition

Dear Pastor Gilchirt,

A plan review for the addition of the multipurpose addition has been completed. The occupancy classification has been determined to be an A-3. The International Building Code Section 303.1 defines an Assembly, "...Assembly Group A occupancy includes, among others, the use of a building or structure, or a portion thereof, for the gathering together of persons for purposes such as civic, social or religious functions, recreation, food or drink consumption or awaiting transportation...Religious educational rooms and religious auditoriums which are accessory to churches in accordance with Section 302.2 and which have occupant loads of less than 100 shall be classified as A-3." Based on the A-3 classification my comments are as follows:

1. The addition will be required to be protected by a fire sprinkler system. The floor area does exceed 12,000 sq.ft. and the occupant load exceeds 300 people.

International Fire Code Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115 m²);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

2. The Fire Department Connection for the sprinkler system has to be within 90 feet of a hydrant. This can be accomplished by locating a hydrant within the 90 feet or moving the Fire Department Connection to within 90 feet of a hydrant.
3. The installation of the sprinkler system and its underground pipe is to be done by a contractor certified by the Washington State Fire Marshal's Office.
4. The plans for the sprinkler system are to be reviewed by a Fire Protection Engineer or a

NICET Level 3 individual that is approved by this office. The plan reviewer's comments are to be sent to this office for approval. Hydrostatic testing of the underground and overhead, flushing of the underground, and the main drain test is to be witnessed.

5. The sprinkler system shall be fully supervised, by a monitoring agency that shall forward the alarm/trouble signal to the 9-1-1 fire dispatcher within two minutes of receiving the alarm/signal.
6. The sprinkler system shall be maintained.
7. A final test of the sprinkler system and its alarm system will be required for occupancy.
8. Five pound ABC fire extinguishers will be required at the following locations:
 1. In corridor 102.
 2. At the bottom and top of both mezzanine stairs.
 3. At doors 109 b & c.

Please give me a ring if you have any questions on this letter, or on any fire prevention question that you may have now or in the future. Speaking of the future, I have an excellent set of slides that are of a local fire. Fire travel, fire behavior, the need for two exits and other fire issues are discussed. The length of time is very flexible, and if your church or youth organization is looking for a program, I'm available days or evenings.

Sincerely

Ken Williams,
Fire Marshal
735-3500

ken.williams@co.benton.wa.us

cc: Rod Worthington, Plans Examiner, Benton County
JM Archibald, SCM Consultants

Steve Brown
Manager

Benton County
Building Department
5600 W. Canal Dr. Ste. C, Box A-105
Kennewick, WA. 99336

Area Code 509
Tri-Cities 735-3500
From Prosser 786-5622
Fax 736-2732

Wednesday, July 09, 2008

Michael Gilchirt, Pastor
Temple Baptist Church
4555 Arena Rd
Richland,
WA.
99352

Re: Final Inspection Multipurpose Addition

Dear Pastor Gilchirt,

On Thursday, July 3rd, 2008, the Final Inspection revealed five fire related items that were not completed. The five items are listed below, and those items with an asterisk will need to be completed before this office can consider permitting temporary occupancy. Preceding the five items are pertinent comments (italicized) from my February 21, 2007 plan check letter to you. Following each discrepancy is a comment on how the problem may be corrected.

The Fire Department Connection for the sprinkler system has to be within 90 feet of a hydrant. This can be accomplished by locating a hydrant within the 90 feet or moving the Fire Department Connection to within 90 feet of a hydrant.

1. Fire department connection – is located on the SE exterior wall and is over 90 feet from a hydrant. Correction Comment: The fire department connection will need to be relocated to within 90 feet of the existing hydrant. The purpose of the fire department connection is to allow the Fire District to augment the pressure to the sprinkler system. The hose used for this purpose comes in 50-foot lengths. Combining the importance of boosting the water pressure with other initial firefighting functions and with limited personnel, a 90 foot limit has been determined to be the acceptable length that one person can quickly overhaul a 2 ½" hose line.

The plans for the sprinkler system are to be reviewed by a Fire Protection Engineer or a NICET Level 3 individual that is approved by this office. The plan reviewer's comments are to be sent to this office for approval. Hydrostatic testing of the underground and overhead, flushing of the underground, and the main drain test is to be witnessed.

2. Tests – Hydrostatic tests of the underground and aboveground pipes, thrust block installation, flushing of underground, and main drain test were not witnessed. Correction Comment: Sprinkler and underground contractor are to provide documentation that these items were completed in accordance to NFPA Standards.

The sprinkler system shall be fully supervised, by a monitoring agency that shall forward the alarm/trouble signal to the 9-1-1 fire dispatcher within two minutes of receiving the alarm/signal.

3. *Supervision – The PI Valve supervision was not installed, water flow switch was not connected, fire door did not have the magnetic hold open devices installed. Fire alarm panel/auxiliary panel not installed at main entrance. Lock Box not installed at main entrance. The duct smoke detectors will need to be connected to the fire alarm panel and wired so that a trouble alarm will be sent.

Correction Comment: Install supervision for the PI Valve, water flow, fire door, smoke duct detectors, and install the alarm panel/auxiliary panel at main entrance. Contact Chief Spring (967-2945) for lock box information.

A final test of the sprinkler system and its alarm system will be required for occupancy.

4. *Upon completion of the alarm system, contact this office to schedule the tests.

Five-pound ABC fire extinguishers will be required at the following locations:

- *In corridor 102.*
 - *At the bottom and top of both mezzanine stairs.*
 - *At doors 109 b & c.*
5. Fire extinguishers not mounted – The locations described during the July 3rd inspection are to be replaced with the above locations.

Pastor Gilchirt, please contact me if there are any questions on this letter.

Sincerely,

Ken Williams,
Fire Marshal
735-3500
ken.williams@co.benton.wa.us

cc: Rod Worthington, Plans Examiner, Benton County
JM Archibald, SCM Consultants

Steve Brown
Manager

Benton County
Building Department
5600 W. Canal Dr. Ste. C, Box A-105
Kennewick, WA. 99336

Area Code 509
Tri-Cities 735-3500
From Prosser 786-5622
Fax 736-2732

Tuesday, August 19, 2008

Randy Barnes
5019 Santa Fe Lane
Pasco,
WA.
99301

Re: Temple Baptist Church – Temporary Occupancy Granted

Dear Mr. Barnes,

This letter will confirm our discussion this morning in which we discussed various methods to solve the occupancy problem of not meeting the local requirement of a hydrant within 90 feet of the fire department connection for the sprinkler system. During our conversation, you asked if a waiver could be granted, and after further discussion, I affirmed the requirement of a fire department connection being within ninety feet of a hydrant. The reaffirmation is based on the following:

1. The February 19, 2007 plan review letter clearly stated the ninety-foot requirement.
2. With the limited personnel initially responding, it is very critical that a connection be quickly made to the fire sprinkler system.

In addition to the fire department connection problem, there are, I understand, some outstanding Building Department corrections that need to be addressed prior to occupancy being granted. Please contact the Building Department to ascertain if the below corrections of 7-3-08 are their only concerns.

1. Return ends of handrails to wall.
2. Bathroom signage.
3. Verify height of paper towel holders.
4. Provide access to floor sink.
5. Contact Fire Marshal on correction notice. 735-3500

Below are the various methods we discussed, and regardless of which option the Church chooses, I will approve temporary occupancy of the new addition under the conditions stated in this letter.

Normally, temporary occupancy is not granted when a sprinkler system has not been completely approved. But in this case, the Richland Fire Marshal's office inspected and approved the installation of the sprinkler system and although they were the wrong agency, their approval is certainly OK with me. The sprinkler system is fully monitored and has a dedicated water supply. These are the reasons why a temporary occupancy is approved.

Option 1-Appeal the decision to require the Fire Department Connection to be within 90 feet of a hydrant
Benton County Code 3.18.070 provides the public a method to appeal a Fire Marshal's decision, which does not affect the State's adopted International Fire Code. BCC 3.18.070 is printed below, and for purposes of the thirty-day period, the starting date is September 1, 2008.

Mr. Barnes, it is important to me that the you and the Church understand that should the County Commissioners grant your appeal there will not be any hard feelings on my part. Many times the public is afraid to go over the head of public employees for fear of retribution. Although this concern has been proven valid in some locales, in my

nineteen years of serving the citizens of Kennewick and now my fourteen years serving Benton County citizens I have not nor will ever resort to this attitude. I firmly believe that the public has the right to appeal any public employee's decision without having to hire an attorney. Should the Commissioner deny the appeal, we can simply revert to the conditions for option 2, 3, or 4.

3.18.070 APPEALS. Decisions or orders of the Benton County Fire Marshal made pursuant to the authority herein may be appealed by an aggrieved party to the Board of County Commissioners by making a written request for a hearing to such Board within thirty (30) days of the receipt of such written order or decision. The Board of County Commissioners may uphold, modify, or reverse the decision of the Benton County Fire Marshal. All decisions by the Benton County Fire Marshal that are on appeal are stayed until final resolution by the Board of County Commissioners. No plat shall be approved, no building permit or special permit shall be issued, nor development continue construction during this stated appeal period unless such is authorized by the Board of County Commissioners.

Options 2, 3, & 4 must be completed by September 30, 2009.

Option 2 – Relocate the fire department connection that is on the exterior wall to within 90 feet of a hydrant

Choosing this option will require the piping from the fire department connection to the sprinkler system to be plumbed after the backflow valve and protected from freezing. This office will need to approve the plans and witness the location of thrust blocks, connection to the sprinkler riser, flushing of the underground and hydrostatic tests. The installation of the underground will need to be done by a company such as Cascade Fire Protection that is certified by the State Fire Marshal's Office.

Option 3 – Relocate or locate a hydrant within 90 feet of the existing fire department connection.

Electing this option will involve the Richland Public Works' Department because they are the water purveyors. Their involvement is to make sure that the relocated water main and fire hydrant have been properly chlorinated and their standards have been met. From this office's perspective, the existing water main and hydrant may be reused, and that a company such as Cascade Fire Protection can do the relocation, and due to this relatively simple procedure, I do not require the plans to be drawn up by a civil engineer. It is my understanding that there may be some underground utility problems with choosing this option.

But it is required that this office examines the plans to determine if the fire truck can reach the hydrant with a 12 foot hose and the necessary thrust blocks are proposed.

This office will need to witness the installation of thrust blocks, the pressure test of the water main, a flush test of the water main, and the hydrostatic testing of the water main.

Option 4 – Options other than the above

Should a fourth option be proposed, this office must approve it.

Randy, I certainly appreciate the Church's frustration, and this is why I'm willing to work with the Church to remedy this problem.

Sincerely,

Ken Williams
Fire Marshal, 735-3500
Ken.williams@co.benton.wa.us

Cc: Steve Brown, Building Department Manager
Pastor Gilchrist
Cascade Fire Protection
Mike Spring, Fire Chief BCFD 4

10:15

**Conceptual Framework and Legislative Proposal:
“Little R” Relinquishment and
Conservation Operation & Management Measures**



**Soil Moisture Monitoring
And Probes**

**Weather Forecast and Crop Use
Information and Data**

**Irrigation Scheduling and
Water Management**



**Columbia-Snake River Irrigators Association
Using Conservation and Water Resources Management
For New Water Supplies and Irrigation Development**

June 2008

“Little R” and Conservation O&M Legislative Proposal

What Is “Little R” and Conservation O&M?

- “Little R” refers to “de facto relinquishment” of that portion of a water right—permit or certificate—that is not being “used” due to the *annual application* of conservation operation and management measures. These measures include the use/implementation of:
 - Soil moisture and monitoring probes.
 - Weather forecast and crop use data.
 - Irrigation scheduling and water management.

These measures require *annual costs and implementation* in order to secure conservation savings and water management objectives.

- The measures are used for row crop, field, and tree-fruit irrigation.
- Conservation O&M measures *do not* include capital project improvements, such as conversions to higher efficiency irrigation systems, or canal linings or pipe conversions/modifications.
- “Little R” *does not* deal with other, more complex, issues surrounding water right relinquishment (or de facto relinquishment). Its technical and legal scope is limited, but it would affect—or it can affect--almost all mainstem Columbia-Snake River direct pumpers (including the USBR Columbia Basin Project operations).
 - The geographic scope is limited to water rights diverting from the mainstem Columbia-Snake River system.

Objectives:

The principal objectives are to:

- Expand the role of conservation and water management to meet increasing Columbia-Snake River water supply demands, consistent with the objectives of existing water management legislation (RCW 90.90).
 - Fewer new water rights would need to be issued to water additional irrigated acres.
 - All O&M water conservation savings would be eligible for water spreading to new ground, per the existing water code; water savings would be approximately 10% of the water right use, based on documented analyses and water right holder costs.
- Provide equity to all water right holders who apply conservation O&M measures. No one would be subjected to “de facto” water right relinquishment.

“Little R” and Conservation O&M Conceptual Framework

General Authority & Adm. Action/Funding	Existing RCW Changes and Modifications	Policy and Technical Justification
<p style="text-align: center;">Primarily Authority <u>RCW 90.90</u></p> <ul style="list-style-type: none"> • Mainstem Columbia/Snake River System. • RCW 90.90 Reviews (Ecology, CSRIA, Conservation Dists.) Point Toward: <ul style="list-style-type: none"> ✓ Conservation O&M. (Cost-Effective and Savings Quantity). ✓ Some Capital Project Conservation-Water Mangement. ✓ Small Reservoirs/ASR (for Municipals). • Allowed Under, But Not Limited to, Existing CSRIA-WADOE VRA. • Direct Implementation Is Provided by Conservation Districts. • Seasonal Change/Transfers Required—for the Annual O&M Savings Use. • Direct Implementation Costs Are Paid for by Water Right Holder. • Conservation Dist. Review and Compliance Costs Funded Under Existing RCW 90.90 Authority for Conservation & Water Management Projects. 	<p style="text-align: center;">Specific <u>RCW Changes</u></p> <ul style="list-style-type: none"> • RCW 90.90: <ul style="list-style-type: none"> ✓ 90.90.10 (5) Modify Conservation Definition for O&M Activities. ✓ 90.90.30 Add Conservation O&M Provisions. • RCW 90.14.140 <ul style="list-style-type: none"> ✓ 90.14.140(j) Add O&M Conservation Savings Exemption Per Revised 90.90 Provisions. • RCW 90.03.380 <ul style="list-style-type: none"> ✓ Add Section to Allow for O&M Changes Per Revised 90.90 Provisions. 	<p style="text-align: center;">Policy and <u>Technical Justification</u></p> <ul style="list-style-type: none"> • Equity Is Provided to All Water Right Holders for Annual Conservation Actions. • Water Is Made Available for New State Agriculture Demand and Economic Activity. <ul style="list-style-type: none"> ✓ Each New Irrigated Acre Creates \$2,500-3,300 of Additional State Household Income. • Conservation Dist. Estimated Savings Is Established at 10-17%. • The O&M Measures Are Well Defined: <ul style="list-style-type: none"> ✓ IWM Program. ✓ CSRIA BMPs. ✓ Irrigation Scheduling. ✓ Weather Monitoring. ✓ Soil Moisture Probes. • The “Return Flow” Issue for Conservation O&M Is Not Relevant to the Col./Snake River Mainstem Water Rights. <ul style="list-style-type: none"> ✓ Real-Time Water Use Withdrawal Reductions. ✓ O&M “Return Flows Are Subjectively Measured--ECY 1210 “Return Flows” Are a Math Convenience Not Empirical Measures.

10:40

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 06 Oct 2008 Subject: Hanford updates Memo Date: 30 Sep 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Adam will be giving one of his periodic projects updates, this one focusing on Hanford issues. Three main Hanford-related topics will be covered:

- Clean-up of the 300 Area
- Rattlesnake Mountain situation
- Upcoming Energy Communities Alliance Peer Exchange

None of the attachments hereto were generated by the County – these are the work and viewpoints of other entities.

In brief...

300 Area Clean-up

I will go over the materials and the presentation that the Hanford Communities received from Washington Closure Hanford at our September meeting. Most of the attachments are from this presentation.

Rattlesnake Mountain

I will give an update on activities and progress on this issue. There is an attachment that is from a presentation that the Energy Northwest board received from staff a couple of weeks ago.

ECA Peer Exchange

I will briefly discuss the upcoming ECA meeting in Idaho Falls.

###

Protecting the Columbia River from High-Risk Burial Grounds

Background

The 618-1 Burial Ground is located in the northeast corner of the 300 Area, along the Columbia River, approximately one mile north of Richland. The burial ground was active from 1945 through 1951 and received wastes from several of the 300 Area laboratories and buildings that were operational during that time. Portions of the burial ground is covered with concrete pads that were associated with former buildings and storage areas. The burial ground includes three trenches about 20 by 180 feet in size and a fourth area approximately 75 by 120 feet which may include several short trenches or pits. Excavation activities include:

- Segment 1: West Trench
- Segment 2: Middle Trench
- Segment 3: East Trench
- Segment 4: Limestone Neutralization Pit.

Anticipated Challenges

Because waste disposal records are not available, a review of historic documents and interviews with workers indicates the following forms of contaminated waste could be encountered during remediation:

- Drums containing uranium oxide (possibly pyrophoric)
- Drums containing uranium metal chips in oil (pyrophoric)
- Bulk uranium (estimated to be about 16 tons)
- Small quantities of plutonium and plutonium fission products from laboratory operations
- Acid releases and contaminated concrete slabs and pipelines left over from structures that were built over the trenches but have since been removed
- Contaminated soil, gloves, miscellaneous equipment, uranium contaminated laboratory equipment and solid laboratory waste.

It is anticipated that other types of contaminants could be encountered.

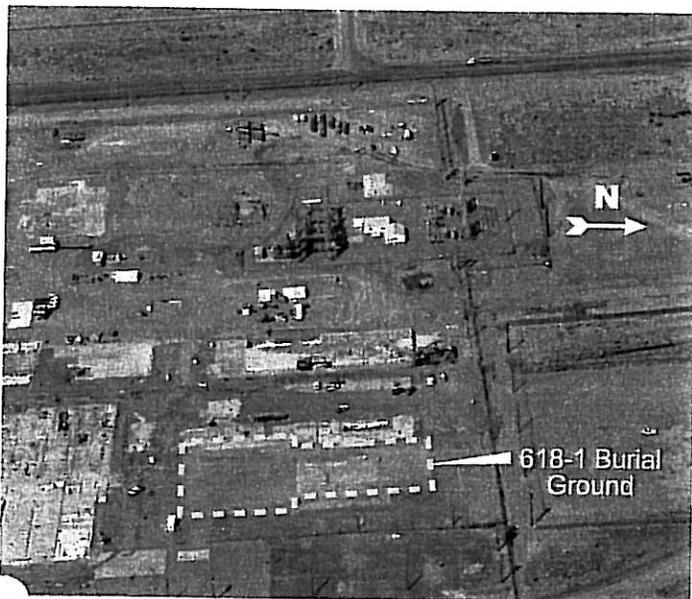
Work Scope

The following remediation activities will be conducted:

- Excavation of soils/debris (including concrete slabs) and hazardous waste materials
- Soil/debris and waste drum characterization and analysis
- Material handling and transport including sorting, size reduction, treatment, stockpiling of soil and debris, and packaging for safe shipment
- Decontamination of equipment
- Placement of backfill and revegetation.

Work Processes and Controls

To account for the unknown risks and materials, the project team is applying lessons learned during recent cleanup activities at the 618-7 Burial Ground, a similar hazardous waste site not far from 618-1.



Removal of buildings in the 300 Area provides access to hazardous materials buried a few hundred yards from the Columbia River.

To protect the workers from potential hazards, the following precautions are applied:

- No workers are permitted in the excavation during excavation activities
- Blast shields are provided on equipment
- Drums are remotely handled and an excavator is used to overpack aging drums
- Industrial health and radiological remote monitoring instrumentation is applied
- Anomalies, or unidentified suspected hazards, are radiologically characterized or sampled.

Recent Progress and Upcoming Objectives

Excavation activities at Segment 4 began September 17, to meet a Tri-Party Agreement milestone due at the end of the month. Additional skilled workers and equipment will transfer from the 618-7 Burial Ground to nearby 618-1 as activities expand.

Concrete slabs from three buildings that once stood over the burial ground will be removed by the end of September. Removing the buildings located in the northern half of the 300 Area provides access to contaminated material in the soil directly above groundwater.

The project estimates removing 88,000 tons of debris from the 618-1 trenches by May 2009.

Frequently Asked Questions

How does the risk at this project compare to other sites?

In comparison to other cleanup activities, this project poses no new risks to the public. The project follows safety procedures to prepare for both expected and unexpected hazards.



Workers prepare staging areas where contaminated debris will be shipped for disposal. The eastern bank of the river is in the background.

What are the risks and hazards for the workers and the environment?

Prior to excavation, the waste in the burial ground poses a risk to the groundwater. By removing the waste, Washington Closure Hanford reduces potential threats to the Columbia River. While workers face risks in demolishing the concrete slabs and removing the unmapped waste, they use controlled work processes and lessons learned to safely remove the waste with limited exposure to workers and the environment.



Excavation begins at the first trench in the high-hazard burial ground, 618-1, located at Hanford's 300 Area adjacent to the Columbia River.

How do we know what's in the burial ground?

Historical documentation of waste disposal is limited, meaning workers today cannot know for sure what is in the burial ground. To anticipate the risks and hazards, experts have researched available historical data to determine what waste was likely generated and disposed of at the site.

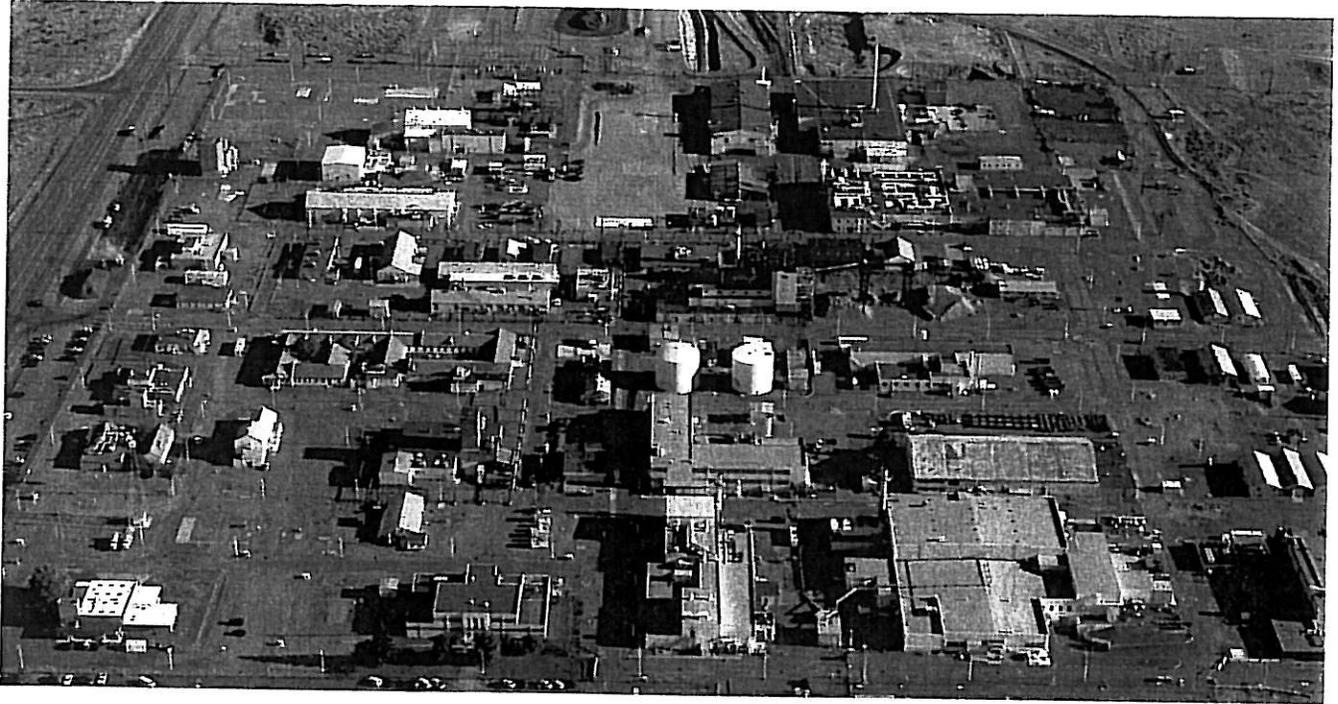
What will be done with the waste?

Excavated materials will be treated and disposed of in the Environmental Restoration Disposal Facility or sent to an off-site disposal facility.

What will be left after cleanup is finished?

After the waste has been removed, the site will be sampled to verify that cleanup objectives have been met. Once cleanup is verified as satisfactory, the site will be backfilled and revegetated in compliance with regulatory requirements.

Hanford 300 Area – Summer 2005



Hanford 300 Area – Summer 2008





River Corridor Closure Project

300 Area Update

**Kim Koegler, D4 Project Engineer
John Darby, 300 Area Project Manager**

September 26, 2008



U.S. Department of Energy
Richland Operations Office

The Big Picture

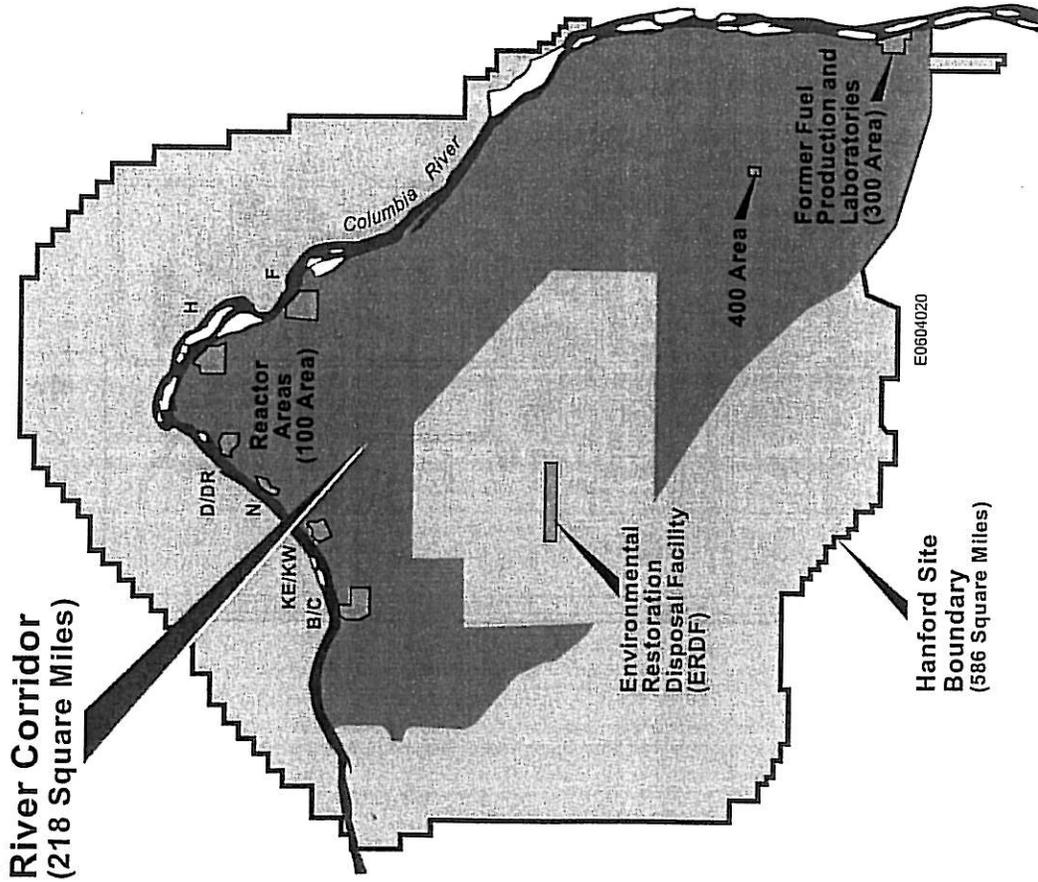
Mission of the River Corridor Closure Contract

Remove the environmental risks and hazards near the Columbia River Corridor through efficient, safe and compliant procedures while safeguarding people and the environment.



Protecting the Columbia River

RIVER CORRIDOR CLOSURE PROJECT

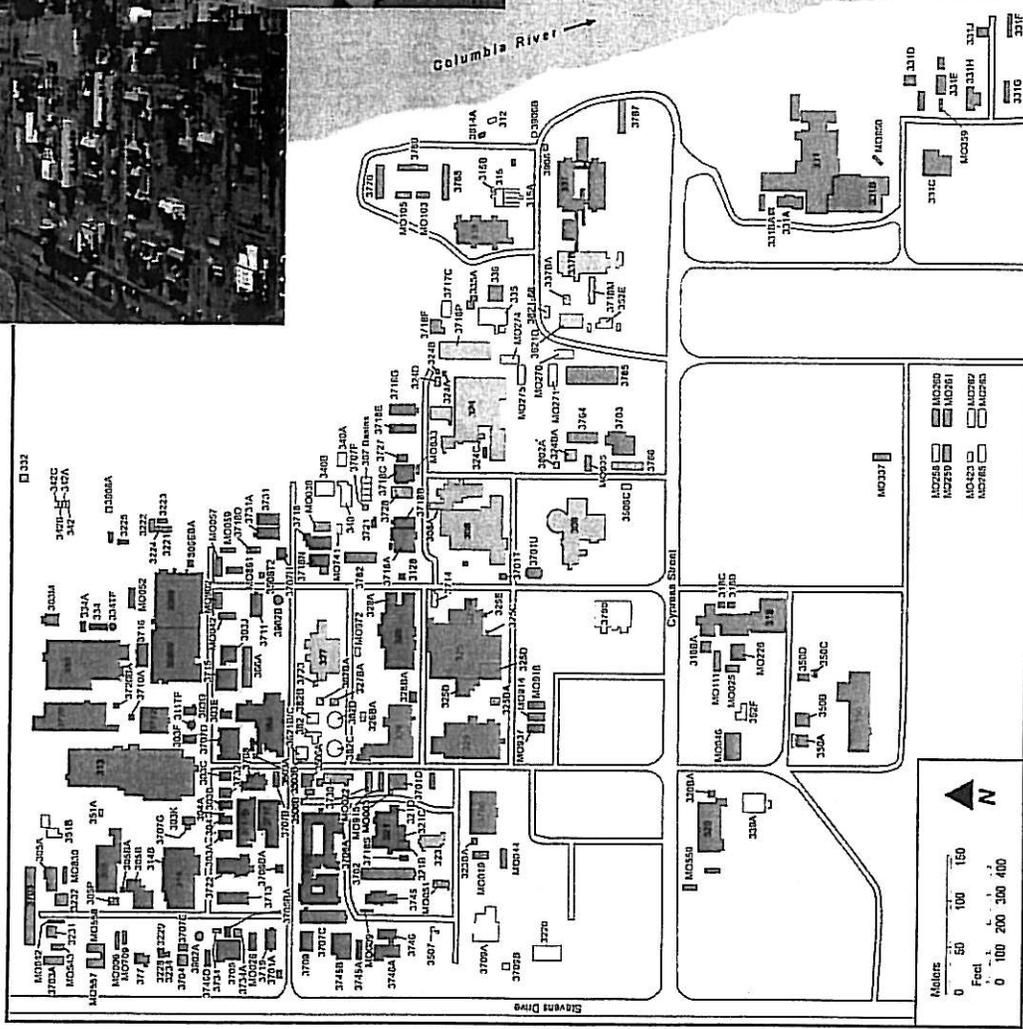
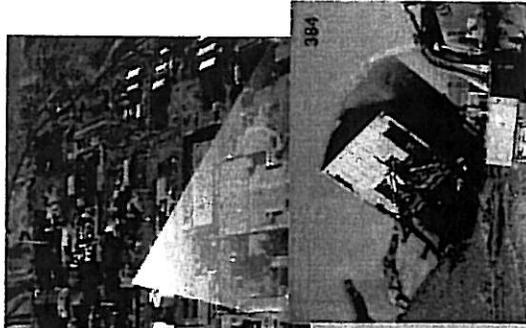


Scope

- Demolition of 486 facilities
- Remediation and closure of 370 waste sites
- Place reactors into safe storage condition
- Treatment, transportation, and disposal of waste (4 million tons)
- Define regulatory end state and establish long-term stewardship requirements

Hanford Cleanup - Progress Status 2008

River Corridor Building Demolition - 300 Area

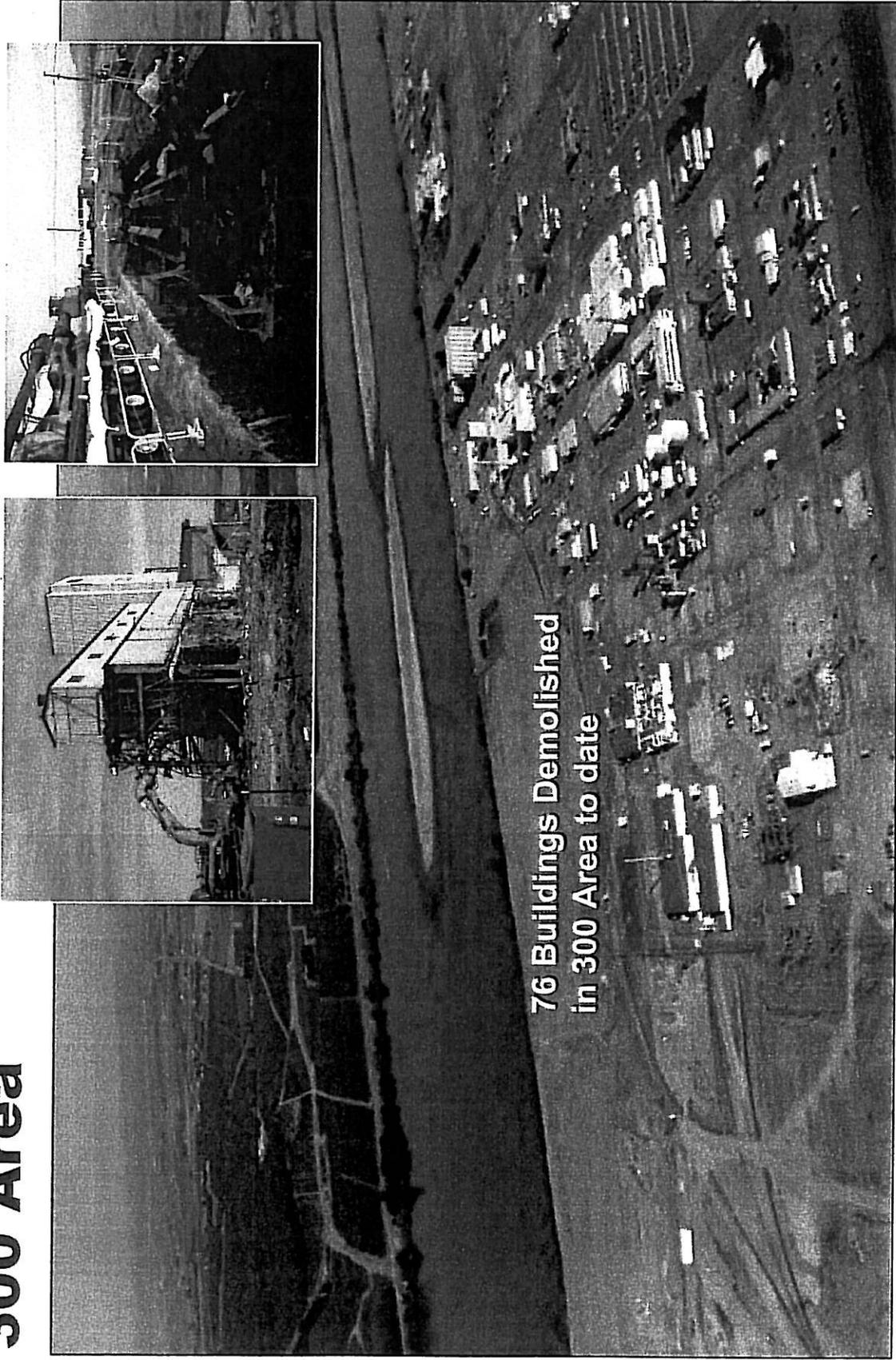


- Facility D4* Status**
- Initial Characterization In Progress
 - Ready for Demolition / Demolition In Progress
 - Ready for Demolition / Demolition In Progress
 - Demolition & Loadout Complete
 - Demolished prior to RCCC
 - Occupied by PNNL

- Status Description**
- Initial Characterization In Progress:** Historical site assessment and scoping surveys in progress.
 - Ready for Demolition / Demolition In Progress:** Historical site assessment and scoping surveys complete. Work packages in place.
 - Demolished prior to RCCC:** Haz. mat removal and equipment situp complete. Sample analysis and waste profile complete.
 - Occupied by PNNL:** Decommissioning, Deactivation, and Demolition

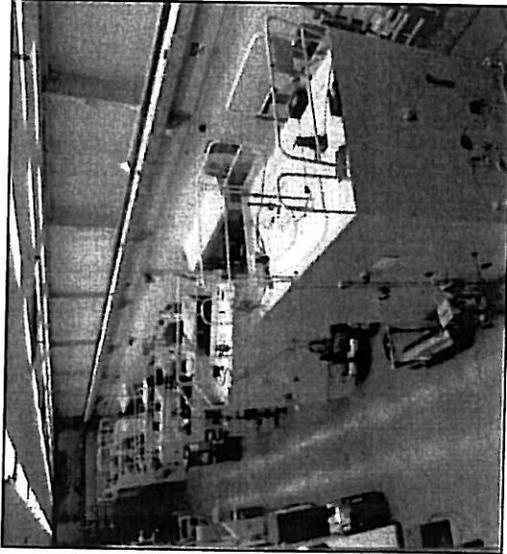
- Ready for Demolition / Demolition In Progress:**
- Haz. mat removal and equipment situp complete. Sample analysis and waste profile complete.
 - Decommissioning, Deactivation, and Demolition

300 Area



76 Buildings Demolished
in 300 Area to date

Buildings 324/327/3730 - Status



327

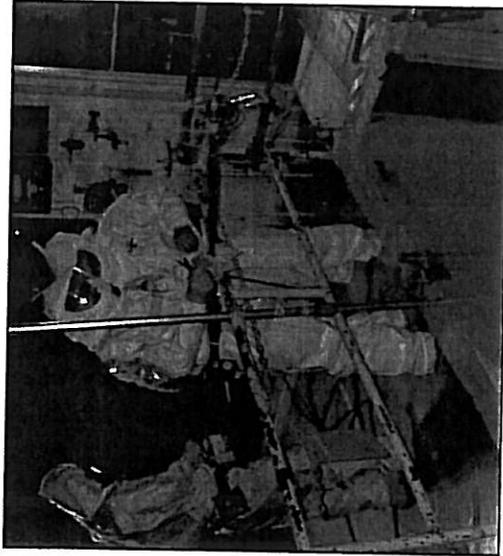
- D&D activities in progress
(Complete by September 2010)
- Hot Cells – monolithic removal
- Basin – clean out and demolish

324

- D&D activities in progress
(Complete by September 2010)

308

- Removing 54 plutonium glove boxes

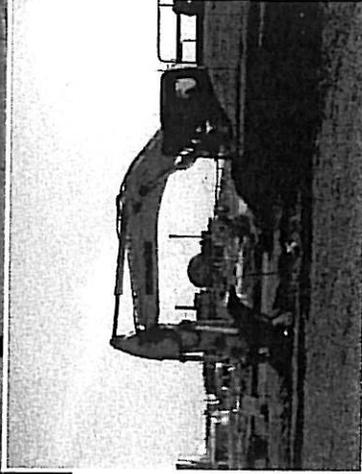
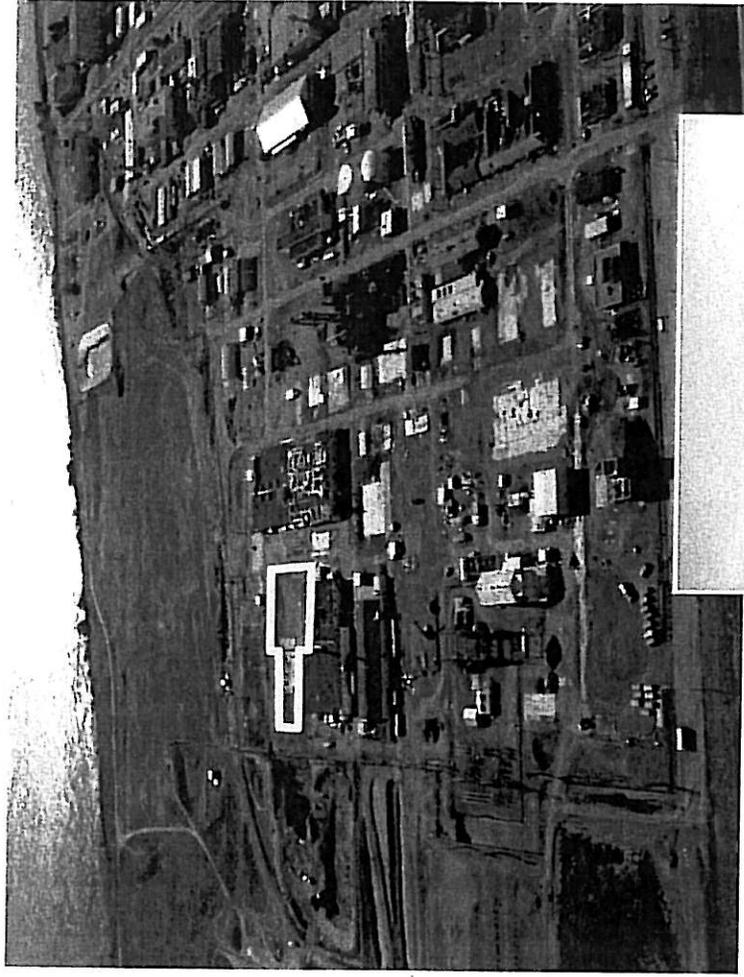


618-7 Burial Ground

- Operated from 1960 to 1973
- Remediation began January, 2008
- Contained approximately ^{expected} 800 buried drums and ²⁰⁰⁰ 80,000 bank cubic meters ^{originally} of material
- Anticipated hazards: drums of pyrophoric Zirconium-Beryllium waste, depleted uranium chips in oil, depleted roaster oxides, and thorium nitrate solutions
- Removed 155,000 tons of contaminated material (sent to ERDF)
- More lead contamination than expected
- Large stainless steel vessels
- Fire/flash event occurred last August



618-1 Burial Ground Complex

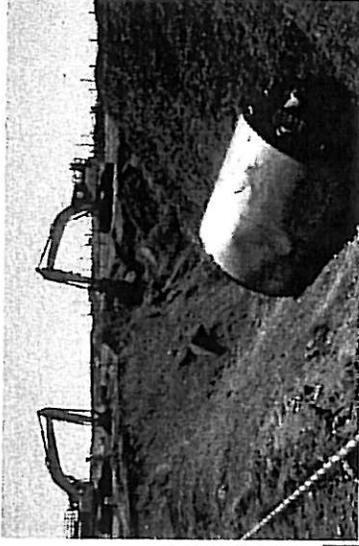


- Three buildings removed from above burial ground
- Excavation began Sept. 17
- Another high-hazard burial ground
- Anticipate conditions like 618-7 *(first burial ground, so expect anything)*
- Pyrophoric materials
- Potential Plutonium
- Uranium contamination estimates at 16 tons
- Expecting the unexpected

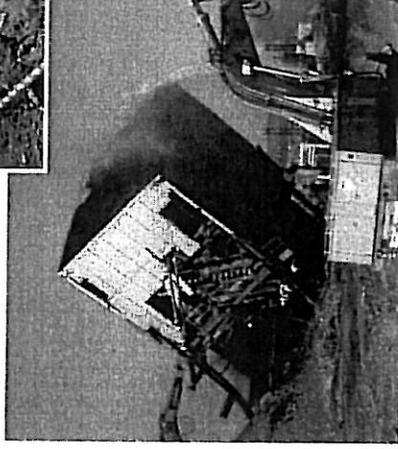
substantially smaller than 618-7

Hanford Cleanup – FY 2009 River Corridor: A Look Ahead at 300 Area

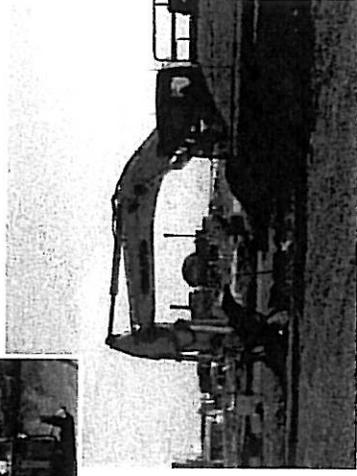
- Complete deactivation/demolition of:
 - Hot Cells in 327 Building
 - Isolate and transport glove boxes in 308 Building
- Utility relocation for 300 Area
- Complete work at 618-7 burial ground to meet year-end TPA milestone
- Complete remediation of 618-1 burial ground in May
- Continue active remediation at burial grounds along the Columbia River



618-7 Burial Ground
Thoria Pit Excavation



384 Powerhouse





**ENERGY
NORTHWEST**

Rattlesnake Mountain Combined Community Communications Facility

Operating Committee Board Presentation
September 24, 2008

Agenda

- ✦ Summary of Proposal
- ✦ Schedule
- ✦ Current Technical Activities
- ✦ New Business Status
- ✦ Discussion on Next Steps



**ENERGY
NORTHWEST**

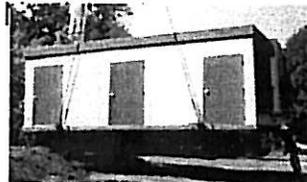
CCCF Proposal Briefing

- ✦ Combined Community Communications Facility (CCCF)
 - ▣ Energy Northwest will lead effort to construct
 - ▣ Energy Northwest will conduct engineering study
 - ▣ Facility will support all governmental agencies and public welfare organizations (tenants) supporting health and welfare of the citizens of the State of Oregon and Washington.



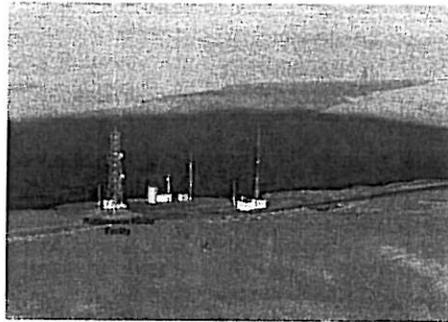
CCCF Proposal Briefing (continued)

- ✦ Energy Northwest proposed prefabricated "Thermo Bond" style building with bays
 - ▣ 1,600 SQ Foot Building
 - ▣ Built on steel "I" beam skid assembly providing easy placement on the existing disturbed soil
 - ▣ Building to be located immediately adjacent and to the south of the existing Energy Northwest Communications Tower.



CCCF Proposal Briefing (continued)

- ✧ Energy Northwest would leverage existing communications tower infrastructure
 - ▣ Add extension to existing tower infrastructure
 - ▣ High probably will require construction of 2nd tower to the east of existing tower



CCCF Proposal Briefing (continued)

- ✧ 9.4 mile of road could be utilized by any tenant of the CCCF for operations and maintenance purposes
- ✧ Existing primitive road would not be enhanced beyond the current state.
- ✧ Road would be maintained under contract by Hanford Mission Support Contractor under contract to Energy Northwest
- ✧ Method for access and how easement would be maintained during inclement weather this upcoming season under development.



Potential Tenants

- ✕ Public Health & Safety Agencies:
 - Washington State Emergency Mgmt.
 - NOAA weather
 - Benton PUD
 - Benton Emergency Services
 - City of Richland
 - U. S. Coast Guard
 - U.S. Department of Energy RL
 - Franklin PUD
 - Washington State Dept. of Natural Resources
 - Civil Air Patrol
 - RSC (Support Hanford's Operation and Maintenance Radio System)
 - PNNL
 - Energy Northwest
- ✕ Public Health & Safety Agencies (continued)
 - Navy MARS (Military Affiliate Radio Service)
 - WSU
 - U.S. Dept. of Justice
 - Border Patrol
 - Confederated Tribal Fisheries
 - Washington Department of Transportation
- ✕ Non-Public Health & Safety Entities:
 - Columbia Communications, Inc.
 - Basin Disposal
 - Tri-City Amateur Radio (HAM)
 - Benton Franklin Transit
 - Day Wireless
 - Crown Castle



CCCF Proposal Briefing (continued)

- ✕ Energy Northwest, as a public entity of the State of Washington, would provide two styles of service to tenants of the CCCF "At Cost".
 - Power, environmental, rack space, and tower space to a tenant in one of the allocated bays
 - **Tenant to maintain own equipment leveraging Energy Northwest infrastructure.**
 - Total operations solution (power, environmental, rack space, tower space, and equipment maintenance in the Energy Northwest bay.
 - **Specific equipment under this scenario would be purchased by the tenant but maintained by Energy Northwest at a different "At Cost" price.**
 - Either scenario will require strong engineering and configuration controls to ensure bleed over and interference does not occur.



CCCF Proposal Briefing (continued)

- ✦ DOE would work with tenants to demolish surplus communications infrastructure upon relocation of equipment to the new CCCF.
- ✦ Energy Northwest would anticipate that all tenants should be able to complete their migration to the CCCF within a two to three year time table.



High Level Project Plan

Description	Date
A/E Design	Jul 2008
Develop Tenant Requirements	Aug 2008
Road Maintenance Defined	Sept 2008
PUD Power Requirements	Sept 2008
Deliver Plan to DOE	Oct 2008
Cultural Review Process	Nov 2008
Tenant Contract Negotiations	Nov 2008
RFP for Building	Dec 2008
Financing Decisions	Jan 2009
Construction	May 2009
Begin Move In	Jul 2009



Current Technical Activities

- ✘ Work with proposed tenants to understand their business needs in the facility.
 - Lockheed Martin Information Services hired to develop the detail project plan
 - Business drivers for Benton EMS, Benton PUD, WSEMD and EN to have building constructed no latter than Summer 2009
- ✘ Working with Benton Country and DOE on Road Right-Of-Way operational and maintenance
- ✘ EN to delivered to DOE the detail plan including road proposal
- ✘ DOE will review plan and concur with next steps
- ✘ Upon approval of plan, commence of cultural study process can occur
 - Approximately 90 days
- ✘ Developing RFP for COW as interim step along with utilizing existing building for winter of 2009



New Business Status

- ✘ Commencing Business Case and Financial Options
 - Discussing charge-back methodology for "08" Business Development Fund business line.
 - Looking at financing options
 - Tenants invoices on a monthly basis for capital and O&M components
- ✘ Discussion on liability & insurance options
- ✘ Developing Annual Ops and Maintenance costs post engineering study.



MEMORANDUM

FROM: Rafael Gonzales
Benton-Franklin Office of Public Defense

TO: David Sparks
County Administrator

Loretta Smith-Kelty
Deputy County Administrator

Linda Ivey
Finance Manager

RE: Supplemental Budget Request
Office of Public Defense

DATE: September 29, 2008

As we have discussed on several occasions, the Benton-Franklin Office of Public Defense is facing a serious budget shortfall in its Benton County Superior Court professional services budget. This is the budget segment from which we pay investigators, expert witnesses and attorneys assigned to cases for which we are paying on an hourly basis.

Our original allocation for that line item was \$100,000, an amount that clearly would require some supplemental allocation. A supplemental allocation totaling \$586,063.00 to cover costs from previously existing outstanding trial billings as well as costs from some current cases was granted.

Since that time, a number of billings from the Igor Samolyuk (homicide) and Kevin Hilton (aggravated homicide) have been received and processed. In addition, in July, a local woman was charged with capital murder (a death penalty case) for a homicide that took place in late June.

Billings for the Samolyuk and Hilton cases have totaled \$456,846.00 in 2007 and billings for the Sisouvanh case (the death penalty matter) have totaled some \$67,000.00 to date. Furthermore, the county is facing additional costs for the Schalchlin case (juvenile homicide case that has been sent to adult court for trial). Finally, there is an additional amount outstanding, pending notice of completion of cases that were handled by a panel attorney after a different attorney left the panel.

Based on those cost factors, it appears that an appropriate supplemental allocation for the Superior Court professional services budget line item would be \$135,000. That total does reflect that there is a remaining balance in the OPD

professional services line item but it seems inevitable that the total costs will require the additional \$135,000. Viewed as a total cost item, this request reflects:

IGOR SAMOLYUK—The trial court, J. Runge, only recently gave final approval to the costs for one particular expert. There was some question about unauthorized services and the final agreed-upon total was \$11,000.00 down from a claimed total of nearly \$20,000.

KEVIN HILTON—Final cost bills for this case (so far as our office is aware) now have been received. A final bill for approximately \$6,900 for motel and other expenses while trying the case in Asotin County now has been approved by J. Swisher and an additional total of approximately \$4,800 total in per diem expenses for attorney Peter Connick, court-approved rental of office space during the trial, travel for a witness from Georgia and additional meals and office supplies.

GARY HUGILL—Final reconciliation regarding a number of cases left unfinished by Mr. Hugill when he was released from his docket obligations has not yet been received. However, the attorney handling the matter indicates the final case (out of approximately 22 cases that were handed on) should be resolved in short order. That attorney agreed to manage the 22 cases in exchange for one additional month's contract compensation, a savings of about \$4,500 over the standard per case rate. This totals \$6250.

DONALD SCHALCHLIN—This case involves a juvenile male who has been declined after hearing (that is the juvenile court declined to accept his case and it now is in adult Superior Court) and now is moving toward trial. Since this is a juvenile charged with a homicide, there will be a significant amount of expert testimony and, probably, investigator time regarding his overall history and general mental status. Moreover, the attorney handling the case has not yet submitted a cost bill for the time expended to date. That bill, based on cost projections, is likely to be approximately \$40,000 for 2008 with additional costs being incurred in 2009.

PHIENGCHAI SISOUVANH—This currently is a capital (i.e. death penalty) case and accordingly is being managed according to the special court rules governing such cases. We now have received bills totaling \$67,000.00 for attorney fees, expert witness fees, investigator fees and costs associated with those professional services. Due to the court rules, we have two attorneys active on this case, one at \$175 per hour (a reduction of approximately 50 percent in his usual fee) and one at \$100 per hour. There also is a local investigator and three out-of-town experts taking part in this person's defense. It appears likely, based on my most recent discussions with lead counsel that another \$60,000 to \$70,000 will be expended by the end of the year.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
Meeting Date :	Oct. 6, 2008	Execute Contract :	_____	Consent Agenda :
Subject :	Roza Int. Safety	Pass Resolution :	_____	Public Hearing :
Prepared by :	NWC	Pass Ordinance :	_____	1st Discussion :
Reviewed by :	RBD	Pass Motion :	_____	2 nd Discussion :
		Other :	_____	Other :
				Proj. Update

BACKGROUND INFORMATION

In late spring of 2008 a group of citizens met with the BOCC to discuss safety at rural intersections in the Roza area just north Prosser in Benton County. Benton County Public Works staff was present and was instructed to work with the citizens to try to increase traffic safety at these locations.

SUMMARY

Benton County Public Works staff met with citizens from the area of concern and developed a strategy to promote traffic safety in the Roza area.

Staff would like to provide a brief update as to our progress regarding this safety project.

RECOMMENDATION

None – For information only.

FISCAL IMPACT

None now.

MOTION

N/A