

Leo Bowman
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



To view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, March 13, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ **March 6, 2012**

Review Agenda

Consent Agenda

Central Services

a. Amended Agreement w/CenturyLink Sales Solution, Inc.

Commissioners

b. Approval of Benton County Tax Levy for 2012

GIS

c. Intergovernmental Cooperative Agreement w/City of Richland for Orthophotography Services

Juvenile

d. Monthly Payment for Operations & Facilities Budget; Amending Resolution 11-016

Office of Public Defense

e. Amended Agreement w/Mario Torres dba Casey Investigations

f. Excess Cases Compensation for T Orosco

g. Excess Cases Compensation for A Farabee

h. Excess Cases Compensation for P Younesi

i. Excess Cases Compensation for A McKinley

j. Excess Cases Compensation for C Harkins

k. Excess Cases Compensation for E Riley

l. Excess Cases Compensation for M Poland

m. Excess Cases Compensation for D Hickman

n. Payment Authorization to P Younesi for Public Defense Services

Personnel

o. Agreement w/Sonshine Collision Services dba North West Towing for Towing Services

Prosecuting Attorney

p. Amendment to Crisis Response Collective Bargaining Agreement

q. Child Abuse Investigation Agreement for Kids Haven Project

Public Works

- r. Bid Authorization for E.R.&R. Purchase of Metal Traffic Signs
- s. Amending Resolution 06-587 for Vacation of Road Right of Way, Section 11, Township 8 N
- t. Contract w/Columbia Asphalt & Gravel, Inc. for Bituminous Surface Treatment
- u. Amending Resolutions Pertaining to Administrative Fees Charged

9:05 AM Scheduled Business:

Private Road Name Change – PR 12-01 – M Shuttleworth

Executive Session:

Potential Litigation – R Hay

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 6, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Shon Small
Clerk of the Board Cami McKenzie

Absent: Commissioner Leo Bowman (NACO Conference)
County Administrator David Sparks (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Sue Schuetze and Larry Moser, Public Works; Jacki Lahtinen, District Court; Clerk Josie Delvin; Central Services Manager Randy Reid; Auditor Brenda Chilton; DPA Ryan Brown.

Approval of Minutes

The Minutes of February 22, 2012 were approved.
The Minutes of February 28, 2012 were approved.

Review Agenda

Commissioner Small presented a letter to the Governor regarding Substitute Senate Bill 5995 (Kennewick UGA Bill) that Commissioner Bowman asked the Board to endorse. He said he was in agreement with the letter and requested it be added to the consent agenda as item "n".

Consent Agenda

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

Commissioners

- a. Appointment to the Benton County Diking District #1

Human Services

- b. Support of Services to Meet Goals Through Benton County Affordable Housing Program

- c. Agreement w/Catholic Family & Child Service of the Tri-Cities to Fund Tenant Rental Assistance Program

Juvenile

- d. Contract w/Desertgreen Lawn and Tree Care, LLC
- e. Superior Court Agreement Termination w/L Magan

Personnel

- f. Payment Authorization to Western States Insurance Agency
- g. Line Item Transfer, Fund No. 0504101, Dept. 000

Prosecuting Attorney

- h. Collective Bargaining Agreement w/AFSCME Local 2658B, Representing Appraisers

Public Works

- i. Franchise Application Approval for Public Utility District No. 1
- j. WA St Dept of Transportation Inspection of Bridges; Rescinding Resolution 2011-484
- k. Authorization to Schedule Bid Date for the Purchase of Refined Petroleum Products

Sheriff

- l. Rescinding Resolution 2012-051 w/Regards to Purchases from Zep Sales & Service
- m. Technical Support Agreement w/Efficiency Inc. to Support Interrogation Equipment

Commissioners

- n. Letter to Governor regarding support of Substitute Senate Bill 5995

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

Public Hearing – Zayo Group LLC Franchise

Sue Schuetze presented the petition filed by Zayo Group LLC for a nonexclusive franchise for a telecommunication system within all unincorporated Benton County road right of way. Ms. Schuetze said that based upon current franchise requirements, her office recommended approval of the franchise, subject to the listed conditions.

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

MOTION: Commissioner Small moved to approve the franchise application submitted by Zayo Group, LLC with the listed conditions. Chairman Beaver seconded and upon vote, the motion carried unanimously.

Final Plat Approval - Cottonwood Commercial Plaza SUB 11-02

Mike Shuttleworth said that on January 12, 2012 the Board of County Commissioners approved the preliminary plat of Cottonwood Commercial Plaza to create 13 commercial lots, subject to 11 conditions. He said that all conditions have been met and his office recommended the Board approve the final plat as presented.

MOTION: Commissioner Small moved to approve the Final Plat of Cottonwood Commercial Plaza SUB 11-02 authorizing the Chairman to sign the final plat. Chairman Beaver seconded and upon vote, the motion carried unanimously.

Consolidated Homeless Grant

Ed Thornbrugh said the Franklin County PA reviewed the grant and identified many areas of concern and was not willing to approve as to form. However, Benton County was willing to approve the agreement as to form. He said that Franklin County had asked if Benton County wanted to take the lead and approve, as in another case. However, Ryan Brown said the other instance was requested by the State because it wanted one county to work with and this case was due to Franklin County's concerns about the contract. Mr. Thornbrugh said the Department of Commerce had indicated a willingness to work with one County, if the counties agreed.

Mr. Thornbrugh said one option would be to allow the money to pass to Benton-Franklin CAC, however, that would amount to a loss of revenue in the amount of \$157,000. He said the clock was ticking and the Board needed to decide how to proceed on this bi-county grant and consider how to conduct legal review.

Chairman Beaver recommended a Bi-County meeting to address the issue and also did not believe that passing the money to CAC was an option. Commissioner Small agreed and Mr. Thornbrugh said he would set up the Bi-County meeting.

Commissioner Assignment Update

Code Enforcement

Commissioner Small said he wanted to emphasize the Benton County code enforcement officer to be proactive. For instance, if he were to drive by a residence and take note of violations, to deal with it instead of waiting for someone to call and complain.

Chairman Beaver said he agreed the County needed to be proactive. He said they currently do what they can because it is complaint driven, however there was nothing wrong with observing properties to try to enhance the program. He said it was a sensitive issue and that County residents could be sensitive about their property.

ER&R Funds

MOTION: Commissioner Small moved to amend the 1961 resolution and all subsequent amendments relating to the 5% administrative fee to remove the fee charged to all interfund departments of Benton County. However, he did not have a problem continuing to charge the 5% administrative fee to outside entities. Chairman Beaver seconded.

Discussion

Chairman Beaver said he just wanted to clarify that Public Works would no longer charge the 5% administrative fee to Benton County departments, however could continue to charge outside entities. Mr. Moser and Mr. Becken said that was their understanding as well.

Upon vote, the motion carried unanimously.

PEDA

Commissioner Small said that PEDA would be having its annual meeting on April 16 and wanted the Commissioners to calendar that event if possible.

Chairman Beaver said he was interested in moving to providing a “written report” to the Board.

Red Mountain – Water Issue

Chairman Beaver said he met with Adam Fyall, KID, and Darryl Olsen regarding the water issue on the north side of Red Mountain. He said there would be a scope of work presented to the County to identify and evaluate this non-attainment water issue on the north side of Red Mountain and they were making steps to move forward to try and answer some of those questions.

Claim for Damages

CC 2012-05: Received on February 28, 2012 from Badger Mountain Irrigation District

CC 2012-06: Received on February 28, 2012 from Zachary Yates

Vouchers

Check Date: 03/02/2012

Warrant #: 52773-53252

Total all funds: \$4,848,580.98

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

Resolutions

- 2012-132 Appointment to the Benton County Diking District #1
- 2012-133 Support of Services to Meet Goals Through Benton County Affordable Housing Program
- 2012-134 Agreement w/Catholic Family & Child Service of the Tri-Cities to Fund Tenant Rental Assistance Program
- 2012-135 Contract w/Desertgreen Lawn and Tree Care, LLC
- 2012-136 OPD - Superior Court Agreement Termination w/L Magan
- 2012-137 Payment Authorization to Western States Insurance Agency
- 2012-138 Line Item Transfer, Fund No. 0504101, Dept. 000
- 2012-139 Collective Bargaining Agreement w/AFSCME Local 2658B, Representing Appraisers
- 2012-140 Setting Public Hearing - Franchise Application Approval for Public Utility District No. 1
- 2012-141 WA St Dept of Transportation Inspection of Bridges; Rescinding Resolution 2011-484

- 2012-142 Authorization to Schedule Bid Date for the Purchase of Refined Petroleum Products
- 2012-143 Rescinding Resolution 2012-051 - Purchases from Zep Sales & Service
- 2012-144 Technical Support Agreement w/Efficiency Inc. to Support Interrogation Equipment
- 2012-145 Final Plat Approval of Cottonwood Commercial Plaza – SUB 11-02

There being no further business before the Board, the meeting adjourned at approximately 9:25 a.m.

Clerk of the Board

Chairman

| AGENDA/WORKSHOP ITEM | | TYPE OF ACTION NEEDED | |
|----------------------|---|----------------------------|--------------|
| Meeting Date: | March 13, 2012 | Execute Contract | _____ |
| Subject: | Extending Voice Services to Fairgrounds | Pass Resolution | <u> x </u> |
| | | Pass Ordinance | _____ |
| | | Pass Motion | _____ |
| Prepared By: | J. Randall Reid | Other | _____ |
| Reviewed By: | Loretta Smith Kelty | | |
| | | Consent Agenda | <u> x </u> |
| | | Public Hearing | _____ |
| | | 1 st Discussion | _____ |
| | | 2 nd Discussion | _____ |
| | | Other | _____ |

BACKGROUND INFORMATION

Resolution 10-973 approved a "Custom Cover Agreement between Benton County, Washington and CenturyLink Sales Solutions, Inc." for purchase of telephony equipment and services from CenturyLink. Resolution 08-764 awarded CenturyLink (formerly Embarq) the project for upgrading the county system and providing maintenance until the termination of the equipment leases, the first of which ends in the second half of 2013. CenturyLink (Embarq) was the only responder to the RFP published for that project. This resolution authorizes a project to extend the county voice systems to the Fairgrounds using the same technologies currently connecting other remote county sites (Public Works shops, Richland Auditor's office, Animal Control Facility). Once extended, the Fairgrounds will be able to use the full range of county voice services including four digit extensions, voice mail, and voice menu trees. This project also replaces the aging Toshiba Key System currently installed at the Fairgrounds.

SUMMARY

The attached resolution authorizes the Chairman of the Board of County Commissioners to sign the amendment to the existing "Custom Cover Agreement" for purchasing equipment and services to extend the county telephony system to the Fairgrounds.

RECOMMENDATION

1ST Pass resolution

2nd

FISCAL IMPACT

Funding source for this project is the Fairgrounds Improvement Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXTENDING THE COUNTY VOICE SYSTEM TO THE BENTON COUNTY FAIRGROUNDS.

WHEREAS, Resolution 08-764 awarded CenturyLink (formerly Embarq) the installation of a voice system upgrade in 2008 and maintenance of the county voice systems to for a term ending in 2013; and

WHEREAS, the county voice systems need to be extended to the Benton County Fairgrounds; and

WHEREAS, it is in the best interests of the county to have the system extension installed and maintained by the same provider as the rest of the county voice systems as approved by Resolution 10-793 "Custom Cover Agreement with CenturyLink Sales Solutions"; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services is authorized to accept a proposal from CenturyLink (formerly Embarq) in the amount of \$12,750 plus tax for equipment and services necessary to extend the county voice systems to the Benton County Fairgrounds; and

BE IT FURTHER RESOLVED that the total expenditure for this project shall not exceed \$14,500 plus tax; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners be authorized to sign Exhibit A, "First Amendment to CenturyLink Custom Cover Agreement between Benton County, Washington and CenturyLink Sales Solutions, Inc." in order to add the new equipment to the maintenance coverage.

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

REID

Exhibit "A"

Amendment Contract #: SPR-30790

**First Amendment to
CenturyLink Custom Cover Agreement between
Benton County, Washington and CenturyLink Sales Solutions, Inc.**

This First Amendment is made to the CenturyLink Custom Cover Agreement (Contract No. SPR-12648 between **Benton County, Washington** ("Customer") and **CenturyLink Sales Solutions, Inc.** ("CenturyLink") effective on December 15, 2010 (the "Agreement"). The following modified and added terms and conditions are made a part of the Agreement effective on the latest date signed by both parties ("First Amendment Commencement Date").

CenturyLink and Customer agree as follows:

1. The table in Attachment C. Section 2.3(B) **Equipment and Software** is hereby modified by adding the attached Schedule A.

All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are CenturyLink's proprietary information and may not be disclosed to third parties without CenturyLink's prior written permission except as permitted by law or the parties' mutual nondisclosure agreement. To become effective, this Amendment must be: (a) signed by a Customer representative; (b) delivered to CenturyLink on or before March 16, 2012; and (c) signed by a CenturyLink officer or authorized designee.

AGREED:

CenturyLink Sales Solutions, Inc.

Benton County, Washington

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: James R. Beaver
 Title: Chairman, Board of Benton
County Commissioners
 Date: _____

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:


 Deputy Prosecuting Attorney 3/5/12
 Date

| |
|--|
| Approved as to Legal Form CenturyLink Law Dept. |
| DJR — 15 February 2012 |



SCHEDULE A



CenturyLink

Customer Legal Name: Benton County - Fairgrounds

Customer Billing Name: Benton County - Fairgrounds

RANDY REID PO BOX 608

-

PROSSER, WA 99350-0608

Valid Until April 10, 2012

Quote Number: 12-000447

Description of Work to be Performed: Proposal to install a new SRG for the Fairgrounds. This system will have 12 IP sets, up to 2 trunks and 2 analog stations. Also included are (2) ERS 4526T-PWR for PoE and also (2) UPS's to support the SRG and switches for up to one hour without power. This does not include additional SIP or IP licenses at the main per our discussion. Assumes work will be completed during normal working hours.

Equipment pricing shown is based upon direct sale.

| Part Number | Description | Quantity | Unit Price | Extended Price |
|---------------|---|----------|------------|----------------|
| N0091017 | Power Cord - NA | 1 | 6.96 | 6.96 |
| NT9T6700E5 | BCM50 Wallmount Bracket | 1 | 53.31 | 53.31 |
| NT9T4023E6 | BCM50 Power Supply Wall Mount | 1 | 22.02 | 22.02 |
| NTDW93FA | SRG50r6 NA CS1000 Bdle | 1 | 1,738.13 | 1,738.13 |
| NTYS20BC70E6 | 1230 - Eng keys no ps | 12 | 243.34 | 2,920.08 |
| - | - | - | - | - |
| AL4500E13-E6 | ERS 4526T-PWR w/24 10/100 PoE ports | 2 | 1,873.70 | 3,747.40 |
| AA1419048-E6 | 1-port 1000 Base SX Sm Form Factor Gig Eth Tranceiver | 2 | 281.58 | 563.16 |
| - | - | - | - | - |
| PT-C25X25G-L3 | CABLE CONNECTOR 25PR F/X 25FT GRAY 25FT | 2 | 16.83 | 33.66 |
| - | - | - | - | - |
| E750RM2U | 750VA 2U rack, wall, tower UPS | 2 | 465.06 | 930.12 |
| EBP36XL | EXTENDED BATTERY PACK FOR E750-200RM2U E | 1 | 493.96 | 493.96 |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |
| - | - | - | - | - |

| | |
|---|---------------------|
| SUBTOTAL: Gross Material Price | \$ 10,508.80 |
| SUBTOTAL: Gross Discount | \$ - |
| Net Material Price | \$ 10,508.80 |
| Labor (Includes Project Management if not shown separately below) | \$ 2,036.40 |
| Project Management | \$ - |
| Shipping | \$ 204.07 |
| TOTAL PRICE | \$ 12,749.27 |

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2012

WHEREAS, on this 13th day of March, 2012, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal, drainage, hospital districts, fire protection districts, and other expenses; and,

WHEREAS, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2011-2012; and,

WHEREAS, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

BE IT RESOLVED, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2012, taxes sufficient to raise the following amounts:

See attached Exhibit A

BENTON COUNTY ASSESSED VALUATION FOR 2012 \$14,686,962,152

Dated this day of, 2012

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

Exhibit A

BENTON COUNTY, WASHINGTON
January 17, 2012

| TAXING DISTRICT | LEVY VALUATION | \$/1000 | AMOUNT TO BE COLLECTED IN 2012 |
|--|----------------|------------|-----------------------------------|
| STATE SCHOOL | 14,587,843,126 | 2.31535791 | \$33,776,078 |
| COUNTY-CURRENT EXPENSE | 14,686,962,152 | 1.23924508 | \$18,200,746 |
| COUNTY-MH & RETARDATION | 14,686,962,152 | 0.02500000 | \$367,174 |
| COUNTY-INDIGENT SOLDIER | 14,686,962,152 | 0.01130000 | \$165,963 |
| COUNTY-ADMIN REFUND | 14,686,962,152 | 0.00153960 | \$22,612 |
| CONSOLIDATED ROAD DISTRICT | 3,239,819,340 | 1.76495208 | \$5,718,126 |
| ADMIN REFUND | 3,239,819,340 | 0.00215565 | \$6,984 |
| BENTON CITY-CURRENT EXPENSE | 112,535,102 | 1.23658554 | \$139,159 |
| KENNEWICK - CURRENT EXPENSE | 5,061,564,485 | 2.11334169 | \$10,696,815 |
| KENNEWICK - ADMIN REFUND | 5,061,564,485 | 0.00256638 | \$13,000 |
| KENNEWICK-LIBRARY BOND | 5,027,907,547 | 0.07955595 | \$400,000 |
| PROSSER - CURRENT EXPENSE | 412,423,986 | 3.04451598 | \$1,255,631 |
| PROSSER - ADMIN REFUND | 412,423,986 | 0.02251208 | \$9,285 |
| PROSSER - FIRE STATION | 409,253,893 | 0.38851188 | \$159,000 |
| RICHLAND - CURRENT EXPENSE | 4,992,272,077 | 2.61101136 | \$13,034,879 |
| RICHLAND - POLICE STATION | 4,970,423,674 | 0.05472833 | \$272,023 |
| RICHLAND - COMMUNITY CTR/DEBIT SERVICES | 4,970,423,674 | 0.06530791 | \$324,608 |
| RICHLAND - LIBRARY | 4,970,423,674 | 0.23437499 | \$1,164,943 |
| WEST RICHLAND - CURRENT EXPENSE | 868,347,162 | 1.56410368 | \$1,358,185 |
| FIRE DISTRICT #1-CURRENT EXPENSE | 1,490,415,840 | 1.34375107 | \$2,002,748 |
| FIRE DISTRICT #1-LTD BOND (2003) | 1,490,415,840 | 0.03706585 | \$55,244 |
| FIRE DISTRICT #1-K24 LTD BOND (2003) | 334,795,182 | 0.03706585 | \$12,409 |
| FIRE DISTRICT #1- VOTED BOND (2003) | 1,812,917,775 | 0.09782848 | \$177,355 |
| FIRE DISTRICT #2-CURRENT EXPENSE | 368,592,994 | 1.49448093 | \$550,855 |
| FIRE DISTRICT #2-ADMIN REFUND | 368,592,994 | 0.00551907 | \$2,034 |
| FIRE DISTRICT #2-BOND | 364,134,670 | 0.26048604 | \$94,852 |
| FIRE DISTRICT #2 EMS | 368,592,994 | 0.50000000 | \$184,296 |
| FIRE DISTRICT #3-CURRENT EXPENSE | 466,003,831 | 1.01374376 | \$472,408 |
| FIRE DISTRICT #3-BOND | 470,265,466 | 0.20126929 | \$94,650 |
| FIRE DISTRICT #4-CURRENT EXPENSE | 1,148,713,070 | 1.50000000 | \$1,723,070 |
| FIRE DISTRICT #4-BOND (2010)-EMS | 1,148,713,070 | 0.15734129 | \$180,740 |
| FIRE DISTRICT #4-EMS | 1,148,713,070 | 0.32838656 | \$377,222 |
| FIRE DISTRICT #5-CURRENT EXPENSE | 98,097,182 | 0.68183497 | \$66,886 |
| FIRE DISTRICT #6-CURRENT EXPENSE | 511,374,821 | 0.86770013 | \$443,720 |
| SCHOOL DISTRICT #116-BOND | 1,003,994,215 | 0.00000000 | \$0 |
| SCHOOL DISTRICT #116-M & O | 1,003,994,215 | 3.27170973 | \$3,284,778 |
| SCHOOL DISTRICT #17-BOND | 6,338,798,775 | 1.65646526 | \$10,500,000 |
| SCHOOL DISTRICT #17-M & O | 6,338,798,775 | 3.24982709 | \$20,600,000 |
| SCHOOL DISTRICT #200-BOND | 37,585,162 | 2.54372329 | \$95,606 |
| SCHOOL DISTRICT #200-M & O | 37,585,162 | 1.76136362 | \$66,201 |
| SCHOOL DISTRICT #400-BOND | 5,942,973,106 | 1.21151482 | \$7,200,000 |
| SCHOOL DISTRICT #400-M & O | 5,942,973,106 | 3.08700707 | \$18,346,000 |
| SCHOOL DISTRICT #50-BOND | 384,922,391 | 0.44377776 | \$170,820 |
| SCHOOL DISTRICT #50-M & O | 384,922,391 | 0.36204181 | \$139,358 |
| SCHOOL DISTRICT #52-BOND | 490,559,002 | 1.41063561 | \$692,000 |
| SCHOOL DISTRICT #52-M & O | 490,559,002 | 4.63751962 | \$2,274,977 |
| SCHOOL DISTRICT #53-BOND | 405,653,069 | 0.00000000 | \$0 |
| SCHOOL DISTRICT #53-M & O | 405,653,069 | 3.57448300 | \$1,450,000 |
| PROSSER HOSPITAL-CURRENT EXPENSE | 1,787,570,867 | 0.38223508 | \$683,272 |
| KENNEWICK HOSPITAL-CURRENT EXPENSE | 8,513,405,364 | 0.14163036 | \$1,205,757 |
| KENNEWICK HOSPITAL-ADM REFUND | 8,513,405,364 | 0.00011999 | \$1,022 |
| PORT OF BENTON-CURRENT EXPENSE | 4,802,395,134 | 0.36178883 | \$1,737,453 |
| PORT OF BENTON-BOND 1997 | 4,802,395,134 | 0.05777596 | \$277,463 |
| PORT OF KENNEWICK-CURRENT EXPENSE | 9,884,567,018 | 0.11128459 | \$1,100,000 |
| PORT OF KENNEWICK-CONSTRUCTION FUND | 9,884,567,018 | 0.21990062 | \$2,173,622 |
| PORT OF KENNEWICK-ADMIN REFUND | 9,884,567,018 | 0.00034195 | \$3,380 |
| MID-COLUMBIA LIBRARY SYSTEM | 8,413,918,927 | 0.37997690 | \$3,197,095 |
| MID-COLUMBIA LIBRARY SYSTEM-ADMIN REFUND | 8,413,918,927 | 0.00034349 | \$2,890 |
| BENTON CITY LIBRARY CAPITAL FACILTY AREA | 412,234,062 | 0.14571447 | \$60,068 |
| | | | \$168,785,463 |

| <u>AGENDA ITEM</u> | <u>TYPE OF ACTION NEEDED</u> | |
|---|------------------------------|--------------|
| Meeting Date: <u>3-13-12</u> | Execute Contract | <u> X </u> |
| Subject: <u>Agreement with City of Richland</u> | Pass Resolution | <u> X </u> |
| | Pass Ordinance | _____ |
| Prepared by: <u>M. Phillips</u> | Pass Motion | _____ |
| Reviewed by: | Other | _____ |
| | Consent Agenda | |
| | | <u> X </u> |
| | Public Hearing | _____ |
| | 1st Discussion | _____ |
| | 2nd Discussion | _____ |
| | Other | _____ |

BACKGROUND / SUMMARY INFORMATION

In order to keep up with growth and changes to its landbase, infrastructure, and associated public services, it is essential that Benton County continually maintains a current GIS base and periodically updates its digital orthophotography. Since the digital orthophotography has not been updated since 2008, the Benton County GIS Department, along with the Franklin County Public Works Department, solicited proposals for 2012 color digital orthophotography for both counties and for the Hanford Federal Reservation, as well as high-resolution orthophotography for the cities of Kennewick, Richland, West Richland, and Pasco. By combining resources in a joint project such as this, participants will be able to acquire high quality color digital orthophotography at a substantially reduced rate from that which would be incurred if participants were to contract separately.

Per the terms of this Intergovernmental Cooperation Agreement, Richland shall reimburse Benton County for the cost of the 4-inch or better pixel resolution color digital orthophotography within its urban growth areas in the amount not to exceed a sum of Eleven Thousand Seven Hundred and Forty-nine dollars (\$11,749).

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Project expenses up to \$11,749.00 plus WSST, if applicable, to be reimbursed by the City of Richland back to Current Expense (0000-101). No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF RICHLAND FOR HIGH RESOLUTION COLOR DIGITAL ORTHOPHOTOGRAPHY FOR 2012 FOR THE AREA WITHIN THE CITY OF RICHLAND'S URBAN GROWTH BOUNDARY.

WHEREAS, per the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, in order to keep up with growth and the associated public services, Benton County continually updates its GIS base and periodically updates its digital orthophotography base; and

WHEREAS, Benton County will be updating its digital orthophotography base in 2012; and

WHEREAS, both Benton County and the City of Richland have the capability to independently acquire and/or produce 2012 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, the City of Richland has requested that Benton County provide and deliver to them 4-inch or better pixel resolution ortho-imagery within the city's urban growth area; and

WHEREAS, the City of Richland has agreed to pay Benton County the amount of the cost of the delivery of the 4-inch or better pixel resolution ortho-imagery within the city's urban growth area, in an amount not to exceed a sum of Eleven Thousand Seven Hundred and Forty-nine dollars (\$11,749); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agree to approve this Intergovernmental Cooperation Agreement with the City of Richland; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the Intergovernmental Cooperation Agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract commences upon execution by both parties and shall expire upon the completion of the project.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Benton County, a political subdivision of the State of Washington, and the City of Richland, a municipal corporation.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the purpose of this agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of BENTON COUNTY, including the areas lying within the CITY OF RICHLAND; and

WHEREAS, this project will benefit both, because the COUNTY has a need to update its ortho-imagery of the County in 2012, and the CITY OF RICHLAND has a need to update its ortho-imagery of those areas lying within the limits of the Richland Urban Growth Boundary in 2012; and

WHEREAS, both parties have the capability to independently acquire and/or produce 2012 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

WHEREAS, the COUNTY requires ortho-imagery to be delivered with 12-inch pixel resolution; and

WHEREAS, the CITY OF RICHLAND has requested that the COUNTY provide and deliver to them the ortho-imagery of the Richland Urban Growth Boundary with 4-inch or better pixel resolution; and

WHEREAS, the COUNTY will be entering into a personal services contract with AEROQUEST OPTIMAL, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County; and

WHEREAS, the COUNTY is willing to include, as part of the contract to be entered with AEROQUEST OPTIMAL, INC., all provisions necessary to deliver ortho-imagery of the areas lying within the Richland Urban Growth Boundary to the CITY OF RICHLAND at the requested 4-inch or better pixel resolution; and

WHEREAS, the CITY OF RICHLAND has agreed to pay the COUNTY the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution; and

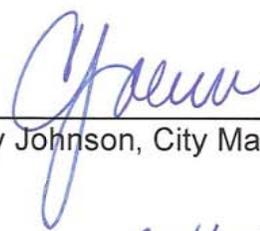
NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall provide all data and resources necessary for AEROQUEST OPTIMAL, INC., to complete the work as outlined in the personal services contract to be entered with AEROQUEST OPTIMAL, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County.
2. The COUNTY shall provide all preliminary data received from AEROQUEST OPTIMAL, INC., for the Richland Urban Growth Boundary to the CITY OF RICHLAND for their review and comment.
3. The COUNTY shall deliver to the CITY OF RICHLAND a copy of all project deliverables across the entire extent of the project area, including both project documentation and project data, as described in the personal services contract to be entered with AEROQUEST OPTIMAL, INC.
4. The CITY OF RICHLAND shall reimburse the COUNTY in the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution for the area described in Exhibit A (Attached). The amount to be reimbursed by the CITY OF RICHLAND to the COUNTY shall not exceed a sum of Eleven Thousand Seven Hundred and Forty-nine dollars (\$11,743).
5. The COUNTY shall submit an invoice to the CITY OF RICHLAND for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

CITY OF RICHLAND
RICHLAND, WASHINGTON

Leo Bowman, Chairman



Cindy Johnson, City Manager

Shon Small, Chair Pro-Tem

Date: 2/16/12

James Beaver, Member

Date: _____

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:



Deputy Prosecuting Attorney



Thomas O. Lampson, City Attorney

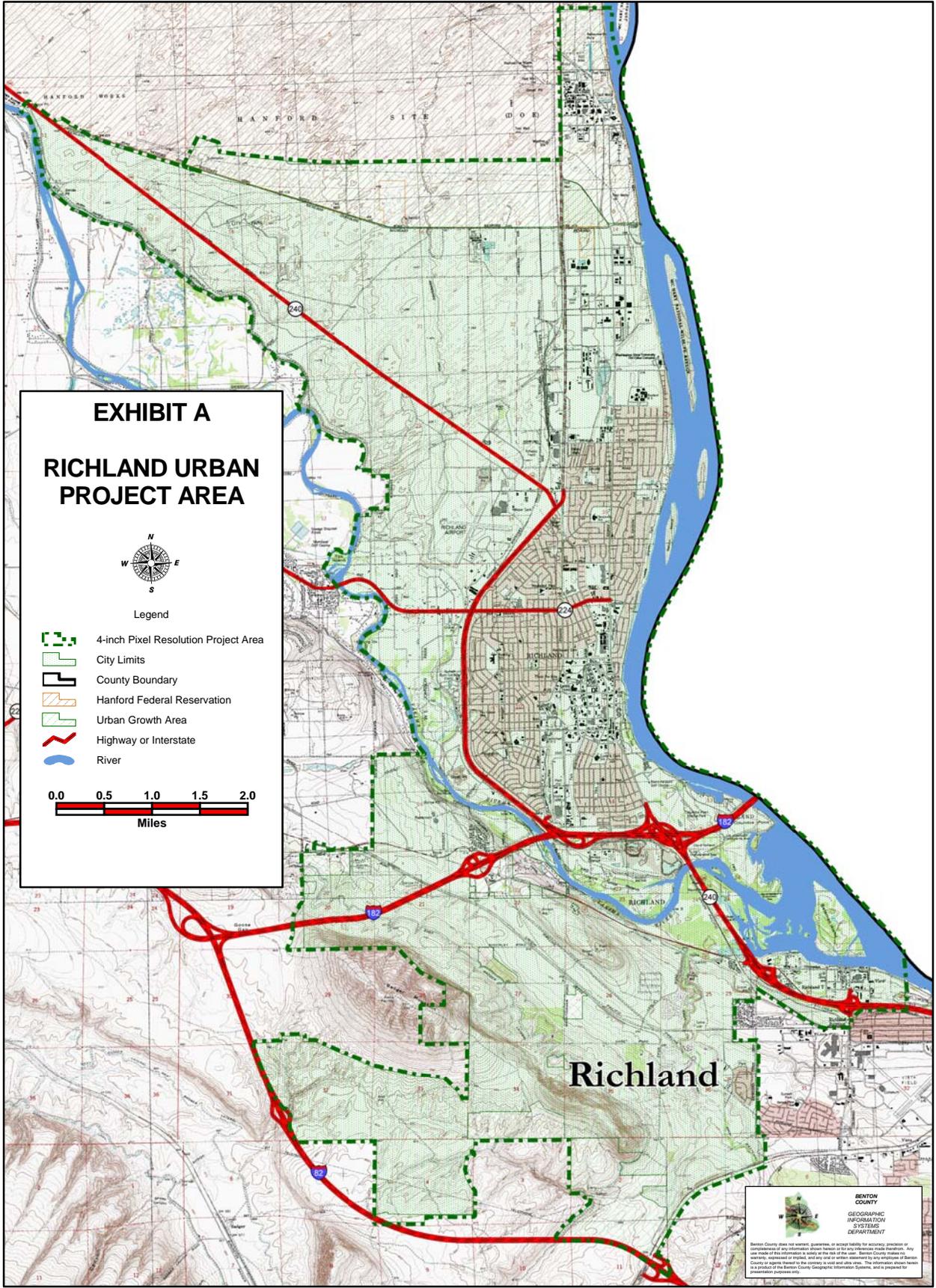


EXHIBIT A
RICHLAND URBAN
PROJECT AREA



Legend

-  4-inch Pixel Resolution Project Area
-  City Limits
-  County Boundary
-  Hanford Federal Reservation
-  Urban Growth Area
-  Highway or Interstate
-  River



BENTON COUNTY
GEOGRAPHIC INFORMATION
SYSTEMS
DEPARTMENT

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown herein or for any information made available. Any use made of this information is solely at the risk of the user. Benton County retains all copyright, trademark or other rights in and to this information. The information shown herein is a product of the Benton County Geographic Information System, and is prepared for presentation purposes only.

| | | | |
|--|------------------------------|---|---|
| AGENDA ITEM: Consent | TYPE OF ACTION NEEDED | Executive Contract 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 3-13-12 | | | |
| SUBJECT: Resolution Amending Flat Monthly Payments by Benton County for the 2012 Juvenile Center Operations and Facilities Budget | | | |
| Prepared By: Jennifer Bowe | | | |
| Reviewed By: Sharon A. Paradis | | | |

BACKGROUND INFORMATION

On January 3, 2011, the Board of Benton County Commissioners approved Resolution 11-016, which established the 2011 and 2012 flat monthly payments for the Juvenile Center Operations and Juvenile Center Facilities budget in the amount of \$314,096.

Franklin County continues to operate on an annual budget cycle and recently passed their approved 2012 budget which ultimately reduced Benton County's portion of the operating transfer in. Resolution 11-016 needs to be amended in order to update the 2012 flat monthly payment to reflect the current 2012 Juvenile Center Operations and Juvenile Facilities budget.

SUMMARY

This Resolution will reduce the monthly operating transfer to the Juvenile Fund by \$40,072 for fiscal year 2012. Effective May 1, 2012, Benton County is responsible for flat monthly payments in the amount of \$297,005 for the 2012 Juvenile Center Operations Budget and \$12,082 for the 2012 Juvenile Facility Budget for a total transfer amount of \$309,087.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County sign the Resolution amending the flat monthly payments effective May 1, 2012 for the Juvenile Center Operations and Facilities budget.

FISCAL IMPACT

This results in a \$40,072 reduction to Benton County for fiscal year 2012.

MOTION

I move that the Board of Benton County Commissioners sign the Resolution approving flat monthly payments by Benton County for the Juvenile Justice Center Fund.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FLAT MONTHLY PAYMENTS FOR THE 2011-2012 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES BUDGET; AMENDING RESOLUTION 11-016

WHEREAS, the Board of Benton County Commissioners approved Resolution 11-016 on January 3, 2011, which established the 2011 and 2012 flat monthly payments for the Juvenile Center Operations Budget and Juvenile Facility Budget; and

WHEREAS, Resolution 11-016 needs to be amended in order to update the 2012 flat monthly payment to reflect the current 2012 Juvenile Center Operations Budget and Juvenile Facility Budget; and

WHEREAS, effective May 1, 2012, Benton County is responsible for flat monthly payments in the amount of \$297,005 for the 2012 Juvenile Center Operations Budget and \$12,082 for the 2012 Juvenile Facility Budget for a total transfer amount of \$309,087; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Commissioners of Benton County, effective May 1, 2012, the flat monthly operating transfer for the Juvenile Center Operations Budget and Juvenile Facility Budget shall be \$309,087 and shall occur no later than the 1st of each month; and

BE IT FURTHER RESOLVED no later than April 2013, Benton County Commissioners will receive a final 2011-2012 invoice itemizing actual expenditures and any adjustments necessary based on actual expenditures; and

BE IT FURTHER RESOLVED, Resolution 11-016 is hereby amended.

Dated this _____ day of March, 2012

Board of Benton County Commissioners

Chairman

Chairman Pro Tem

Member

Attested to by:

Constituting the Board of County
Commissioners of Benton County,
Washington

Clerk to the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: **March 13, 2012**
 Presentation length:
 Presenting elected office/department: **OPD**
 Prepared by: **Eric Hsu**
 Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County presently contracts with Mario Torres to provide investigative services on public defense cases. The contract in question prohibits investigator Torres from utilizing anyone, including his own employees, to perform any of the services contemplated. Mario Torres has requested permission to start utilizing the services of his employee Macario Chavez, a retired Pasco Police Officer and licensed investigator, to assist him with his cases. Mario Torres has agreed to take full responsibility of all the actions of investigator Chavez, and to fully supervise him. OPD has also reviewed the credentials of said investigator Chavez and has interviewed him, and has found him to be suitable to provide such services on public defense cases. The presented amendment allows contract holder Torres to utilize the services of his employee investigator Chavez to assist on public defense cases as long as he takes full responsibility for investigator Chavez's actions, and fully supervises him.

SUMMARY

A contract amendment, allowing contract holder Torres to utilize the services of his employee Macario Chavez to assist him with public defense investigations, has been presented for the Board's approval.

RECOMMENDATION

Approve resolution directing the amendment of the contract as described.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AMENDING THE INVESTIGATIVE SERVICES CONTRACT WITH MARIO
TORRES, DBA CASEY INVESTIGATIONS, TO ALLOW EMPLOYEE/INVESTIGATOR
MACARIO CHAVEZ TO PERFORM CONTEMPLATED CONTRACT SERVICES UNDER THE
SUPERVISION OF CONTRACT HOLDER MARIO TORRES**

WHEREAS, Benton & Franklin Counties (“Counties”) are each obligated to provide professional services, including investigative services, to support the defense of criminal cases against indigent defendants and

WHEREAS, Counties currently contract with Mario Torres, DBA Casey Investigations, to provide such investigative services and the contract in question prohibits investigator Torres from allowing anyone else to perform the investigative services contemplated by the contract; and

WHEREAS, investigator Torres has requested that his employee Macario Chavez, a retired police officer and licensed investigator to assist him in performing some of his duties under the contract; and

WHEREAS, the Office of Public Defense has reviewed the qualifications of Macario Chavez and has interviewed him and it appears that he would be suitable to provide investigative services in public defense cases; and

WHEREAS, investigator Torres has unconditionally agreed to take full and complete responsibility for the services provided by said Macario Chavez, including providing coverage for such services under investigator’s Torres’ insurance policy;

NOW THEREFORE, BE IT RESOLVED THAT the agreement with investigator Torres be amended as presented, allowing investigator Macario Chavez to assist contract holder Torres in the investigation of cases assigned through the underlying contract, under the absolute condition that investigator Chavez be, at all times, fully supervised by contract holder Torres. Be it further resolved that the Chairman of each Board be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of , 20

Dated this day of , 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

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

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

**Attest:
Clerk of the Board**

**Attest:
Clerk of the Board**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH
CRIMES IN BENTON AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR
COURTS
BCSC1212MT001A1**

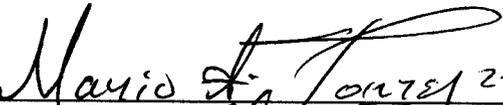
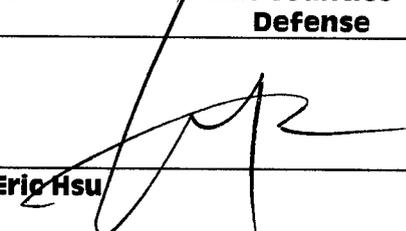
THE AGREEMENT is entered into by and between **Mario Torres**, investigator, Washington State Investigator's License #1880 ("Investigator") dba **Casey Investigations**, and **THE COUNTIES OF BENTON AND FRANKLIN**, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts"), designated BCSC1212MT001 shall be amended as follows:

14. **NON-ASSIGNMENT; MILITARY LEAVE.** This section shall be amended by adding the following language to the end of the first sentence in the paragraph:

"except that Investigator may allow his employee Macario Chavez, Washington Private Investigator Number 3521, to perform work contemplated by this agreement under the absolute requirement that Investigator fully and completely supervises said Macario Chavez's work at all times and maintains complete professional and legal responsibility for all of the work done by Macario Chavez.

This amendment shall be designated BFSC1212MT001A1

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

| | |
|---|---|
| Investigator | Benton & Franklin Counties Office of Public Defense |
|  |  |
| Mario Torres 2-27-12 Date | Eric Hsu 3/2/12 Date |
|  Macario Chavez I acknowledge and agree to be professionally and legally bound by all of the provisions of this amendment as well as the underlying professional services agreement, designated BFSC1212MT001I which I have read and understand. | |
| <p style="text-align: center;">BENTON COUNTY APPROVAL</p> By: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: Clerk of the Board: _____ | <p style="text-align: center;">FRANKLIN COUNTY APPROVAL</p> By: _____ Title: <u>Chairman, Board of Commissioner</u> Date: _____ Attest: Clerk of the Board: _____ |

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

| <u>Type of Action Requested</u> | <u>Classification</u> |
|--|---|
| <input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe) | <input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other |
| Requested meeting date: March 13, 2012 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty | |

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY TRINITY OROSCO FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011

WHEREAS, attorney Trinity Orosco (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her for the year 2011; and

WHEREAS, because of caseload needs, additional cases above and beyond the 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 22 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Trinity Orosco be compensated in the amount of \$164 per case for the 23 cases she has claimed for 2011 in excess of her contractual case cap for the year, for a total compensation of \$3,608.00.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

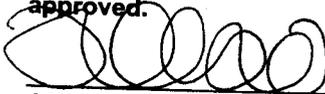
**Member
Constituting the Board of County
Commissioners, Benton County
Washington**

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|--|---|--|
| Attorney of Record Trinity Orasco | | Contract No. (please contact us if you do not have a contract no. – this is required) BCDC1113TJ0007 | |
| Case Name (if applicable) 22 cases -see attached | | Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) <input type="checkbox"/> Sealed |
| Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input checked="" type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket | Maximum authorized amount for case or contract (if applicable) \$1691/case | Tracking No. (Office use only) | |
| | Amounts previously paid out of maximum (if applicable) |  | |
| | Amount being requested in this Claim for Compensation \$3,718.00 | | |

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

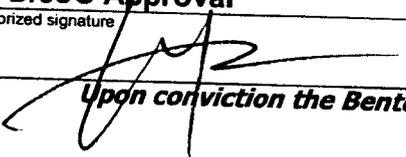


 Attorney of Record

2/16/12

 Date

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

| | | | |
|---|-----------------------|--|--|
| OPD/JJC Approval | | Amount: \$2,718.00 \$3,608.00 | |
| Authorized signature  | Date 3/2/12 | | |

Upon conviction the Benton County Clerk may assess these costs directly upon defendant
 Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

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

Requested meeting date: **March 13, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY ADRIENNE FARABEE FOR CASES
ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011**

WHEREAS, attorney Adrienne Farabee (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 57 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Adrienne Farabee be compensated in the amount of \$164 per case for the 57 cases claimed in 2011 in excess of her contractual case cap for the year, for a total compensation of \$9,348.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|---|---|--|
| Attorney of Record Adrienne M. Farabee | | Contract No. (please contact us if you do not have a contract no. – this is required) 11-020 | |
| Case Name (if applicable) <i>Please see attached list.</i> | | Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) <i>See attached list</i> <input type="checkbox"/> Sealed |
| Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input checked="" type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket | Maximum authorized amount for case or contract (if applicable) <hr/> Amounts previously paid out of maximum (if applicable) <hr/> Amount being requested in this Claim for Compensation <div style="font-size: 1.2em; font-family: cursive;"> $57 \text{ over cap cases} \times \frac{9167}{104} =$ $\\$9,348.-$ </div> | | |

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

Adrienne Farabee

 Attorney of Record

2-14-12

 Date

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

| | |
|--|-----------------------|
| OPD/JJC Approval | |
| Authorized signature <i>[Signature]</i> | Date <u>3/2/12</u> |

Upon conviction the Benton County Clerk may assess these costs directly upon defendant
3-1-12
 Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: **March 13, 2012**
 Presentation length:
 Presenting elected office/department: **OPD**
 Prepared by: **Eric Hsu**
 Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY PEYMAN YOUNESI FOR CASES
ASSIGNED TO HIM IN EXCESS OF HIS CONTRACTUAL CASE CAP FOR 2011**

WHEREAS, attorney Peyman Younesi (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to him; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 73 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Peyman Younesi be compensated in the amount of \$164 per case for the 73 cases claimed in 2011 in excess of his contractual case cap for the year, for a total compensation of \$11,972.00.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|---|---|--|
| Attorney of Record PEYMAN YOUNESI | | Contract No. (please contact us if you do not have a contract no. – this is required) | |
| Case Name (if applicable) | | Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) Sealed |
| Claim for compensation for: Homicide case (part of panel contract) Homicide case (separate contract for this case) Other approved per hour case Approved compensation for over cap <p style="text-align: center;">2011</p> Separate contract for coverage RALJ Appeal Truancy board coverage Truancy docket | Maximum authorized amount for case or contract (if applicable) Amounts previously paid out of maximum (if applicable) <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 24px; font-weight: bold;"> \$ 11,972.00 </div> | Tracking No. (Office use only) <div style="background-color: #cccccc; height: 150px; width: 100%;"></div> | |

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

Attorney of Record

Date

2/6/12

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

| | | |
|--------------------------|-----------------------|----------------|
| OPD/JJC Approval | | Amount: |
| Authorized signature | Date <u>3/2/12</u> | \$ 11,972.00 |

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

Benton & Franklin Office of Public Defense

7122 W Okanogan Pl, Bldg A

Kennewick, WA 99336

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

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: **March 13, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY ANASTASIA MCKINLEY FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011

WHEREAS, attorney Anastasia McKinley (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 10 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Anastasia McKinley be compensated in the amount of \$164 per case for the 10 cases she claimed for 2011 in excess of her contractual case cap for the year, for a total compensation of \$1,640.00.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: **March 13, 2012**
 Presentation length:
 Presenting elected office/department: **OPD**
 Prepared by: **Eric Hsu**
 Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY CATHERINE HARKINS FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011

WHEREAS, attorney Catherine Harkins (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her for the full year (or 130 cases on a pro-rated basis for the four months during which Attorney was assigned cases in District Court); and

WHEREAS, because of caseload needs, additional cases above and beyond the 130 pro-rated cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 16 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Catherine Harkins be compensated in the amount of \$164 per case for the 16 cases she has claimed for 2011 in excess of her contractual case cap for the year, for a total compensation of \$2,624.00.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|--|---|--|
| Attorney of Record <i>Catherine Harkins</i> | | Contract No. (please contact us if you do not have a contract no. – <u>this is required</u>) | |
| Case Name (if applicable) | | Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) <input type="checkbox"/> Sealed |
| Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input checked="" type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket | | Maximum authorized amount for case or contract (if applicable) | |
| | | Amounts previously paid out of maximum (if applicable) | |
| | | Amount being requested in this Claim for Compensation <i>\$ 2,024.00</i> | |

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

[Signature]
 Attorney of Record

2-7-2012
 Date

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

| | | | |
|--|--|---------------------------|--|
| OPD/JJC Approval | | Amount <i>\$ 2,024.00</i> | |
| Authorized signature <i>[Signature]</i> | | Date <i>3/2/12</i> | |

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

Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

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

Requested meeting date: **March 13, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY ELISA RILEY FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011

WHEREAS, attorney Elisa Riley (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 18 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Elisa Riley be compensated in the amount of \$164 per case for the 18 cases claimed in 2011 in excess of her contractual case cap for the year, for a total compensation of \$2,952.00.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|--|---|--|
| Attorney of Record <i>ELISA RILEY</i> | | Contract No. (please contact us if you do not have a contract no. – <u>this is required</u>) | |
| Case Name (if applicable) | | Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) <input type="checkbox"/> Sealed |
| Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input checked="" type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket | Maximum authorized amount for case or contract (if applicable) Amounts previously paid out of maximum (if applicable) Amount being requested in this Claim for Compensation <i>\$2,952.00</i> | Tracking No. (Office Use Only)  | |

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

Elisa Riley

 Attorney of Record

2/2/12

 Date

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

| | | | |
|--|-----------------------|----------------------------------|--|
| OPD/JJC Approval | | Amount: <i>\$2,952.00</i> | |
| Authorized signature <i>[Signature]</i> | Date <i>3/2/12</i> | | |

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

Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

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

Requested meeting date: **March 13, 2012**
 Presentation length:
 Presenting elected office/department: **OPD**
 Prepared by: **Eric Hsu**
 Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY MARY POLAND FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011

WHEREAS, attorney Mary Poland (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 9 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Mary Poland be compensated in the amount of \$164 per case for the 9 cases she claimed for 2011 in excess of her contractual case cap for the year, for a total compensation of \$1,476.00.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

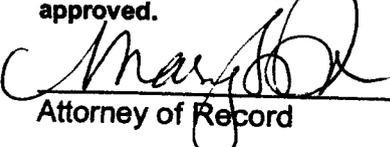
**Member
Constituting the Board of County
Commissioners, Benton County
Washington**

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|--|---|---|
| Attorney of Record MARY S. POLAND | | Contract No. (please contact us if you do not have a contract no. – <u>this is required</u>) BCDC 0810MSP001 | |
| Case Name (if applicable) | | Court: <input type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input checked="" type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) <input type="checkbox"/> Sealed |
| Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input checked="" type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket | | Maximum authorized amount for case or contract (if applicable) Amounts previously paid out of maximum (if applicable) Amount being requested in this Claim for Compensation 9 case overages: Billado K51609 Reed 1Z-587013 Chavez 1Z-692913 Bradin 1Z-721498 Richardson 1Z-240699 Rogovoy K114-418 9 * 165 = Urbina K53424 Sanchez 1Z-779971 Valdez K53350 + 1485 | Tracking No. (Office use only) <div style="text-align: center;"></div> |

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

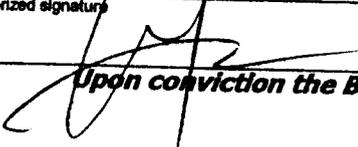


 Attorney of Record

Jan 31, 2012

 Date

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

| | | | |
|---|-----------------------|--|--|
| OPD/JJC Approval | | Amount: \$1,485.00 \$1,470.00 | |
| Authorized signature  | Date <u>3/2/12</u> | | |

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

Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: **March 13, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Benton County contracts with numerous attorneys for public defense services in District Court including the attorney listed in the attached resolution. In 2011, the number of cases assigned to attorney exceeded attorney's contractual case cap by the listed number of cases. Many of these overage cases were appointed in November and December, months that saw many more appointments than in past years. As such, it was difficult to arrange for other attorneys to receive these appointments as originally planned. It is appropriate to pay the listed attorney \$164 for each overage appointment (the equivalent per-case rate as for cases appointed within the contract case cap).

SUMMARY

Cases appointed to the listed attorney in 2011 exceeded the applicable contractual case cap by the listed amount. The proposed resolution compensates the attorney for the excess cases.

RECOMMENDATION

Approve resolution compensating listed attorney for District Court appointment overages.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY DAWN HICKMAN FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2011

WHEREAS, attorney Dawn Hickman (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2011 by way of contract; and

WHEREAS, Attorney’s contract provided for a maximum of 390 cases to be assigned to her; and

WHEREAS, because of caseload needs, additional cases above and beyond 390 cases were assigned to Attorney; and

WHEREAS, using records maintained by the Office of Public Defense, provided by District Court and provided by Attorney, Attorney’s claim for 24 overage cases has been fully verified; and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$164 per case for overage cases, equivalent to the per-case compensation for the 390 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Dawn Hickman be compensated in the amount of \$164 per case for the 24 cases claimed in 2011 in excess of her contractual case cap for the year, for a total compensation of \$3,936.00.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

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

Requested meeting date: **February 21, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

In the matter of *State of Washington v. Angelique Sanders*, a Benton County Superior Court criminal case #11-1-01182-1, apparently the Court was unable to appoint the matter to any of the regular panel defense attorneys who were on the docket that day because of ethical conflicts of interest. As such, the Court elected to appoint the matter to attorney Peyman Younesi, a District Court contract public defender, who happened to be in court that day.

SUMMARY

Attorney Peyman Younesi was appointed to the matter of *State v. Angelique Sander* because of conflicts of interest preventing appointing to the regular panel attorneys. He should be compensated in the amount of \$500 (the equivalent per-case rate paid to regular panel attorneys) for his work on the case, which has been concluded.

RECOMMENDATION

Approve resolution compensating attorney Younesi in the amount of \$500 for his professional public defense services in *State v. Angelique Sanders*.

ANTICIPATED FISCAL IMPACT

No impact outside of regular budgeted funds. No supplement needed or to be requested.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY PEYMAN YOUNESI FOR PROFESSIONAL PUBLIC DEFENSE SERVICES RENDERED IN MATTER OF STATE OF WASHINGTON V. ANGELIQUE SANDERS, A CONFLICT CASE IN BENTON COUNTY SUPERIOR COURT.

WHEREAS, Benton County contracts with private defense attorneys to provide legally mandated public defense services in Benton County Superior Court; and

WHEREAS, from time to time attorneys are unable to accept case appointments because of ethical conflicts of interest; and

WHEREAS, in the case of *State of Washington v. Angelique Sanders*, 11-1-01182-1, no regularly contracted Superior Court attorneys were available to accept the case (due to ethical conflicts); and

WHEREAS, by reason of these conflicts, the Superior Court appointed attorney Peyman Younesi who is a contracted public defender for Benton County District Court; and

WHEREAS, attorney Younesi has completed work on the matter and it appears to be appropriate to compensate him in the amount of \$500, which represents the equivalent per-case rate paid to regularly contracted public defenders;

NOW THEREFORE, BE IT RESOLVED THAT attorney Peyman Younesi be compensated in the amount of \$500 for his professional public defense services rendered in the case of *State of Washington v. Angelique Sanders*, BCSC#11-1-01182-1.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

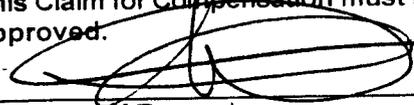
**Constituting the Board of County
Commissioners, Benton County
Washington**

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

| | | | |
|--|--|---|---|
| Attorney of Record PEYMAN YOUNESI | | Contract No. (please contact us if you do not have a contract no. – this is required) | |
| Case Name (if applicable) | | Court: <input checked="" type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile | Case Number (if applicable) Sealed |
| Claim for compensation for: Homicide case (part of panel contract) Homicide case (separate contract for this case) Other approved per hour case Approved compensation for over cap ARRAINMENTS: CONFLICT = BENTON Separate contract for coverage RALJ Appeal Truancy board coverage Truancy docket | Maximum authorized amount for case or contract (if applicable) <hr/> Amounts previously paid out of maximum (if applicable) <hr/> Amount being requested in this Claim for Compensation <div style="text-align: center; font-size: 2em; font-family: cursive;">\$ 500 -</div> | | Tracking No. (Office use only) <div style="text-align: center;">  </div> |

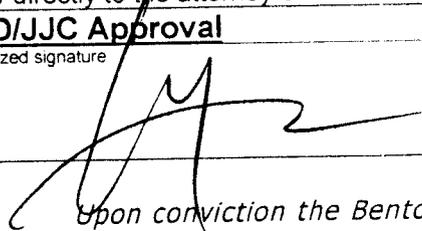
I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:
 - pursuant to the terms of the contract referenced above, I am entitled to the amount of compensation claimed above;
 - the attached detailed billing statement is true and accurate to the best of my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



 Attorney of Record

Date 2/27/12

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

| | | |
|---|--------|----------|
| OPD/JJC Approval | Date | Amount: |
| Authorized signature  | 3/2/12 | \$500.00 |

Upon conviction the Benton County Clerk may assess these costs directly upon defendant
 Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF USING SONSHINE COLLISION SERVICES, INC. DBA NORTHWEST TOWING TO REMOVE VEHICLES SUBJECT TO TOWING LOCATED ON BENTON COUNTY PROPERTY AS NEEDED

WHEREAS, Benton County does not currently have an agreement with any company providing tow services; and

WHEREAS, Benton County does not incur any costs for services provided by Northwest Towing; and

WHEREAS, Northwest Towing will maintain appropriate insurance coverages and licenses to operate and will name Benton County as an additional insured; and

WHEREAS, Northwest Towing will provide and install signs in accordance with RCW 46.55.070; and

WHEREAS, Benton County will utilize Northwest Towing as a primary towing source until December 31, 2013; and

WHEREAS, Benton County may utilize other tow companies if Northwest Towing is unable to provide tow services within a reasonable amount of time from the time of the request; and

WHEREAS, the Safety and Training Coordinator recommends signing the hold harmless agreement provided by Northwest Towing and listing the following personnel as being authorized to have vehicles towed: the Facilities Maintenance Supervisor, the Justice Center Security Supervisor, the Juvenile Detention Facilities Supervisor, The Economic Development Coordinator, and the Fairgrounds Maintenance Lead, and the Finance Manager/Animal Control Manager; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Safety and Training Coordinators recommendation; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached hold harmless agreement; and

BE IT FURTHER RESOLVED, the term of the attached hold harmless agreement commences upon execution and expires on December 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: Auditor, Personnel, R.Ozuna

| <u>AGENDA ITEM</u> | | <u>TYPE OF ACTION NEEDED</u> | | | |
|--------------------|----------------------------|------------------------------|--------------|----------------|--------------|
| Meeting Date: | <u>3/6/2012</u> | Execute Contract | _____ | Consent Agenda | <u> x </u> |
| Subject: | <u>NW Towing Agreement</u> | Pass Resolution | <u> x </u> | Public Hearing | _____ |
| Prepared by: | <u>B.Perry</u> | Pass Ordinance | _____ | 1st Discussion | _____ |
| Reviewed by: | <u>M.Wenner</u> | Pass Motion | _____ | 2nd Discussion | _____ |
| | | Other | _____ | Other | _____ |

BACKGROUND INFORMATION

Benton County does not currently utilize any tow services for the removal of abandoned, broken down, or illegally parked vehicles that are on county owned or controlled properties. North West towing will provide tow services and signage for Benton County parking areas. Individuals authorized to have vehicles removed, in accordance with RCW 46-55-070, include the Facilities Supervisor, the Juvenile Detention Facilities Supervisor, the Economic Development Coordinator, the Finance Manager, the Fairgrounds Maintenance Lead, and the Justice Center security supervisor.

SUMMARY

Northwest Towing will provide tow and impound services for Benton County controlled or owned parking areas.

RECOMMENDATION

Recommend approval of agreement and resolution, allowing for services provided by Northwest Towing.

FISCAL IMPACT

There is no fiscal impact for the services provided by Northwest Towing. Should a tow or impound that has been authorized by a designated Benton County employee be in violation of RCW chapter 46.55, Benton County may then be liable for costs incurred by the vehicle owner.

Northwest Towing
6211 W Okanogan Ave
Kennewick, WA 99336
Phone# 509-735-3955
Fax# 509-735-7806

Hold Harmless Agreement

Name: Benton County Board of Commissioners Phone 509-786-5600
Address: P.O. Box 190 Prosser, WA 99350
Fax: 509 222-3714 Other _____

FOR REMOVAL OF UNAUTHORIZED VEHICLE (S) PER RCW 46-55-070, WE THE UNDERSIGNED FIRM DO CONTRACT WITH NORTHWEST TOWING FOR THE PURPOSE OF REMOVING UNAUTHORIZED VEHICLES FROM OUR PROPERTY AT:

Location(s): Exhibit A

THE TIME OF DAY SUCH REMOVAL IS TO TAKE PLACE WILL INDICATED BELOW.

THE FEE FOR SUCH IMPOUND WILL BE \$177.00 PER HOUR. STORAGE WILL OCCUR AT \$45.00 PER DAY, AFTER HOURS RELEASE FEE OF \$88.00. TOWING AND STORAGE RATES WILL NOT EXCEED RATES ON FILE WITH THE WASHINGTON STATE PATROL.

ALL VEHICLES ARE REMOVED AT THE VEHICLE OWNER'S RISK AND EXPENSE.

A PERSON AUTHORIZING THIS IMPOUND, IF THE IMPOUND IS FOUND IN VIOLATION OF CHAPTER 46.55 RCW, MAY BE HELD LIABLE FOR THE COSTS INCURRED BY THE VEHICLE OWNER.

***The Contractor Shall defend, indemnify and hold harmless the County form and against all claims resulting from or arising out of the performance of this contract to the extent such claims arise from the intentional misconduct or negligence of the Contractor or the Contractor's officials, officers, employees or agents. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that the parties mutually negotiated this waiver. This provision shall survive the termination of this agreement

SIGNATURE: _____ DATE: _____

PLEASE PRINT ALL PERSONS AUTHORIZED TO HAVE VEHICLES REMOVED:

Exhibit B

VIOLATION EXAMPLE (S):
HANDICAP OR FIRE LANES
ABANDONED OR UNATTENDED VEHICLES
VEHICLE PARKED IN RESERVED PARKING OR NO PARKING AREA
EMERGENCY IMPOUNDS AVAILABLE 24 HOURS A DAY
ALL OTHER DURING BUSINESS HOURS M-F 8AM-5PM

We appreciate your business

Approved as to firm:

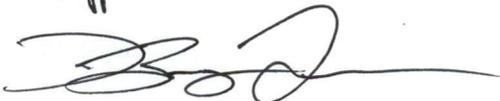


EXHIBIT A

County Locations:

Two Rivers Park
Horn Rapids Park
Justice Center Parking Lot
Courthouse Parking Lot
Health District Parking Lot
Kennewick Annex Parking Lot
Juvenile Detention Parking Lot
Benton County Fairgrounds
Animal Control Facility Parking Lot

EXHIBIT B

Personnel authorized to have a vehicle towed:

| | |
|--------------|---|
| Adam Fyall | <i>Parks</i> |
| Jim Stedman | <i>Juvenile Detention Facility</i> |
| Dean Docken | <i>Justice Center, Fairgrounds, Kennewick Annex</i> |
| Joey Rose | <i>Fairgrounds</i> |
| Tim French | <i>Justice Center</i> |
| Keith Mercer | <i>Animal Control</i> |

| <u>AGENDA ITEM</u> | | <u>TYPE OF ACTION NEEDED</u> | |
|--------------------|---|------------------------------|---------------|
| Meeting Date: | March 13, 2012 | Execute Contract | <u> X </u> |
| Subject: | Amendment II to 2010-2012 Crisis Response CBA | Pass Resolution | <u> </u> |
| Prepared by: | Steve Hallstrom | Pass Ordinance | <u> </u> |
| Reviewed by: | | Pass Motion | <u> </u> |
| | | Other | <u> </u> |
| | | Consent Agenda | <u> X </u> |
| | | Public Hearing | <u> </u> |
| | | 1st Discussion | <u> </u> |
| | | 2nd Discussion | <u> </u> |
| | | Other | <u> </u> |

BACKGROUND INFORMATION

The Benton-Franklin Department of Human Services (Crisis Response) collective bargaining agreement for 2010-2012 includes a wage and benefits opener for 2012. The negotiating teams for the Counties and the Union representing Crisis Response employees have negotiated and agreed upon wages and benefits contract terms for 2012, and the collective bargaining agreement amendment containing those terms is now before the Board for approval and signature.

SUMMARY

The 2012 CBA amendment that is before the Board for signature provides for:

- 1) The Counties paying up to a maximum of Seven Hundred, twenty-seven and No/100 Dollars (\$727.00) per month towards each employee's medical, dental, vision, and life insurance coverage. PROVIDED: The insurance increase is not retroactive to January 1, 2012; and
- 2) The 2009 Salary Schedule referenced in Section 22.3 and attached to the CBA as Appendix A, will remain in place for 2012.

RECOMMENDATION

Approve and sign the 2012 Amendment II to the Crisis Response CBA.

FISCAL IMPACT

See 2012 Crisis Response CBA Amendment II.

MOTION

Move to approve the 2012 Crisis Response CBA amendment.

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 AMENDING THE 2010 - 2012 COLLECTIVE BARGAINING AGREEMENT
BETWEEN BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND AFSCME,
COUNCIL 2, LOCAL 3962, REPRESENTING CRISIS RESPONSE

WHEREAS, an agreement has been reached between negotiators for Benton
County, Franklin County and Local 3962 to amend the 2010-2012 Collective
Bargaining Agreement (CBA); and

WHEREAS, the Benton and Franklin Counties Board of Commissioners have
previously discussed and approved the significant terms of the CBA
Amendment, **NOW THEREFORE,**

BE IT RESOLVED, that the Benton County and Franklin County Boards of
Commissioners approve the Amendment as negotiated and is authorized to
sign the same.

DATED this _____ day of March, 2012

DATED this _____ day of March, 2012

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman

Chairman

Member

Member

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Constitution the Board of County
Commissioners of Franklin County,
Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

 ORIGINAL

AMENDMENT II
to
2010 – 2012 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME, COUNCIL 2, AFL-CIO, LOCAL 3962

Representing the CRISIS RESPONSE UNIT

Benton-Franklin Counties Department of Human Services (Employer) and Washington State Council of County and City Employees, AFSCME, Council 2, AFL-CIO, Local 3962 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, as follows:

1. Section 23.2(A.) is hereby amended to read as follows:

Effective (~~(June 1, 2011,)~~) April 1, 2012, Employer agrees to pay up to a maximum of Seven Hundred, Twenty-Seven and No/100 Dollars (\$727.00) (~~(Seven Hundred, Twenty-One and No/100 Dollars (\$721.00))~~) per month towards medical, dental, vision, and life insurance coverage. PROVIDED: The insurance increase is not retroactive to January 1, 2012.

2. The 2009 Salary Schedule referenced in Section 22.3 and attached to the CBA as Appendix A, will remain in place for 2012.
3. For the year 2012 only, benefited employees employed by the Crisis Response Unit at the time of the Board of County Commissioners for Benton and Franklin Counties signing this CBA amendment, will be provided with a one (1) time cash payout equivalent to five (5), eight (8) hour days of leave for regular employees, or prorated leave for benefited regular part-time employees. The employees' leave bank will not be impacted.

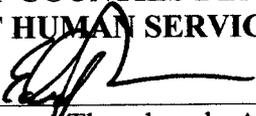
This payout is a one-time-only benefit, which means it is valid for the 2012 year only. The payout shall not be utilized as, or otherwise included in, baseline wages for negotiations for negotiating wages and/or benefits for the years 2013 and beyond. This payout will not be paid in 2013 and beyond without a separate written agreement, including in a situation wherein the parties are unable to negotiate and otherwise mutually agree to a new CBA which includes wages and benefits for 2013 and/or beyond. The payout shall not be considered as past practice for any and all purposes.

The Employer will undertake its best efforts to make the one time payout coincide with the April 5, 2012, payday.

4. No other language in the CBA is amended or intended to be changed or modified.
5. Except as otherwise stipulated above, this Amendment is effective as of April 1, 2012.

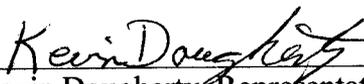
IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**B-F COUNTIES DEPARTMENT
OF HUMAN SERVICES**



Edward Thornbrugh, Administrator
Date: 3-5-12

WSCCCE, COUNCIL 2, LOCAL 3962



Kevin Dougherty, Representative
Date: 2-5-12

**BOARD OF BENTON COUNTY
COMMISSIONERS**

Chair
Date: _____

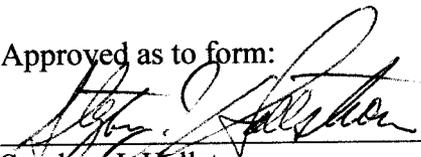
Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Approved as to form:


Stephen J. Hallstrom
Deputy Prosecuting Attorney

**BOARD OF FRANKLIN COUNTY
COMMISSIONERS**

Chair
Date: _____

Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Approved as to form:

Ryan E. Verhulp
Deputy Prosecuting Attorney

| <u>AGENDA ITEM</u> | | <u>TYPE OF ACTION NEEDED</u> | |
|--------------------|-------------------------------------|------------------------------|---------------|
| Meeting Date: | March 13, 2012 | Execute Agreement | <u> X </u> |
| Subject: | Child Abuse Investigation Agreement | Pass Resolution | <u> </u> |
| Prepared by: | Andy Miller | Pass Ordinance | <u> </u> |
| Reviewed by: | | Pass Motion | <u> </u> |
| | | Other | <u> </u> |
| | | Consent Agenda | <u> X </u> |
| | | Public Hearing | <u> </u> |
| | | 1st Discussion | <u> </u> |
| | | 2nd Discussion | <u> </u> |
| | | Exec Session | <u> </u> |

BACKGROUND INFORMATION

Benton County has approved a budget for Kids Haven that includes costs of the child interviewer and rent for the Kids Haven facility to be partially reimbursed by the other participating jurisdictions. This is a renewal of the 2000 Child Abuse Investigation Agreement between the cities and counties.

SUMMARY

The Child Abuse Investigation Agreement sets forth each participating jurisdiction's responsibility for reimbursement.

RECOMMENDATION

The Board of Commissioners authorizes its chairman to execute the Child Abuse Investigation Agreement on behalf of Benton County.

FISCAL IMPACT

See Child Abuse Investigation Agreement

MOTION

Move to have the Chairman of the Board of Commissioners sign the attached Child Abuse Investigation Agreement on behalf of the Board of Benton County Commissioners.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CHILD ABUSE INVESTIGATION AGREEMENT FOR KIDS HAVEN

WHEREAS, the Board of Commissioners has approved participation in the Kids Haven Project; and

WHEREAS, Benton County has approved a budget for Kids Haven that includes costs of the child interviewer and rent for the Kids Haven facility to be partially reimbursed by the other participating jurisdictions;

WHEREAS, the Child Abuse Investigation Agreement sets forth each participating jurisdiction's responsibility for reimbursement; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Commissioners hereby authorizes its chairman to execute the Child Abuse Investigation Agreement on behalf of Benton County.

Dated this day of, 2012

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

CHILD ABUSE INVESTIGATION AGREEMENT

THIS AGREEMENT is entered into by and between BENTON COUNTY and the following:

CITY OF PASCO
CITY OF KENNEWICK
CITY OF RICHLAND
CITY OF WEST RICHLAND
CITY OF PROSSER
CITY OF CONNELL
FRANKLIN COUNTY

(collectively referred to as "Participating Agencies").

SECTION 1 - PURPOSE

Benton County shall hire one or more child interviewers ("child interviewer") qualified and trained to provide objective, forensic interviews of children to determine if abuse occurred and the details of any abuse. The interviews by the child interviewer will be used in investigations and prosecution. The Participating Agencies, desiring the services of the child interviewer for their own investigations and prosecution, have agreed to pay for a portion of the salary and associated costs of the child interviewer. Thus, it is the purpose of this Agreement, in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34), to provide for a joint use of the child interviewer's services.

No separate legal entity is intended to be created by this Agreement, and for the purposes of RCW 39.34.030, no property, real or personal, is intended to be acquired, held or disposed of incident to this Agreement, and no operating fund is anticipated to be created. Nothing in this Agreement shall be construed to relieve any public agency of any obligation or responsibility imposed on it by law.

SECTION 2 - AVAILABILITY

The child interviewer shall be available for interviews during normal business hours and also available on an "on call" basis.

SECTION 3 - ADMINISTRATION

The child interviewer shall be an employee of Benton County. As an employee, Benton County shall provide direct supervision and shall perform all administrative functions concerning the child interviewer, including, but not limited to, determination of

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: E. R. & R. PURCHASE METAL TRAFFIC
SIGNS

WHEREAS, it is the intention of the Board of County Commissioners to purchase metal traffic
signs for the E. R. & R. Fund; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a Request
for Bids for E. R. & R. Purchase Metal Traffic Signs.

Dated this 13th day of March 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

MJB:NWC:slc
N. Childress

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: AMENDING RESOLUTION NO. 06-587 FOR THE VACATION AND ABANDONMENT OF ROAD RIGHT OF WAY IN SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.

WHEREAS, Resolution No. 06-587, dated October 30, 2006 amended the legal description of right of way vacated by Resolution No. 06-182, dated January 3, 2006, and

WHEREAS, the entire right of way being vacated was subject to being retained as a slope easement, and

WHEREAS, the following portion of the right of way was also vacated subject to being retained as a slope easement:

That portion of right of way that was turned back called the FA Line, lying East of the West Section Line of said Section 11, as shown on sheet 20 of 34 of the plans titled "SR 82 MP 100.66 to MP 113.64 Goose Gap Road Vicinity to Jct. SR 14" and dated Jan. 18, 1980, with a last revision date of 12-15-80.

EXCEPT the West 30.00 feet thereof, and

WHEREAS, a slope easement over that portion vacated right of way should not have been retained as a slope easement, NOW, THEREFORE

BE IT RESOLVED that Resolution Numbers 06-587 and 06-182 be amended and the requirement to retain a slope easement over the aforementioned legal description be deleted.

Dated this 13th day of March 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Steve Becken
Public Works

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT 2012-CE 1952 PRES

WHEREAS, by Resolution 2012-122 dated February 28, 2012, award was made to Columbia Asphalt & Gravel, Inc., Yakima, Washington - for Bituminous Surface Treatment 2012 - CE 1952 PRES; and

WHEREAS, the contract in the amount of \$1,379,168.00 has been executed by Columbia Asphalt & Gravel, Inc.; and

WHEREAS, the County Engineer recommends the Board of Benton County Commissioners execute the Bituminous Surface Treatment 2012 contract with Columbia Asphalt & Gravel, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the County Engineer's recommendation to execute the Bituminous Surface Treatment 2012 contract with Columbia Asphalt & Gravel, Inc. (COLUMI*221Q2) in the amount of \$1,379,168.00 plus any change orders approved by the County Engineer as per Resolution 11-216 dated March 28, 2011; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign the Bituminous Surface Treatment 2012 contract for and on behalf of Benton County; and

BE IT FURTHER RESOLVED, the Bituminous Surface Treatment 2012 project shall be completed in its entirety within thirty working days as described in the contract documents.

Dated this 13th day of March, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

CONTRACT

THIS CONTRACT, made and entered into this 13th day of March, 2012, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and COLUMBIA ASPHALT & GRAVEL, INC., P O Box 9337, Yakima, WA 98909, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1952 PRES – Bituminous Surface Treatment 2012," and as described in and in accordance with the State of Washington 2012 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$1,379,168.20, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. 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 attorney fees 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.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington have caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor

COUNTY OF BENTON

Larry Sali
President
Columbia Asphalt & Gravel, Inc.
Po Box 9337, Yakima, WA 98909

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

[Signature]
Benton County Deputy Prosecuting Attorney
Date: Feb. 2, 2012

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: WORK PERFORMED BY THE BENTON COUNTY ENGINEER AND/OR ROAD DEPARTMENT (KNOWN AS THE PUBLIC WORKS DEPARTMENT) FOR REIMBURSABLE ACCOUNTS; ELIMINATING THE 5% ADMINISTRATIVE FEE ASSESSED TO ALL MAJOR AND NON-MAJOR GOVERNMENTAL INTERFUNDS AND INTERNAL SERVICES FUNDS OF BENTON COUNTY; AMENDING RESOLUTIONS 1557, 2182, 71-19, 72-382, 74-369, and 81-485

WHEREAS, Resolutions 1557, 2182, 71-19, 72-382, 74-369, and 81-485 adopted and subsequently amended the “Schedule of Charges for Reimbursable Statements” for work performed by the Benton County Engineer and/or Road Department (known as the Public Works Department); and

WHEREAS, the Schedule of Charges for Reimbursable Statements includes an additional 5% charge for administrative costs;

WHEREAS, at its regular Board meeting of March 6, 2012, the Board of Benton County Commissioners approved a motion to rescind the additional 5% charge for administrative costs assessed to all major and non-major governmental interfunds and internal services funds of Benton County; and

WHEREAS, the Board agreed the Public Works Department could continue to assess an additional 5% charge for administrative costs to any outside agency or intergovernmental fund; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby directs the Public Works Department to cease charging an additional 5% charge for administrative costs to all major and non-major governmental interfunds and internal services funds of Benton County, effective March 6, 2012; and

BE IT FURTHER RESOLVED the Board agrees the Public Works Department can continue to assess an additional 5% charge for administrative costs to any outside agency or intergovernmental fund.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

| | | |
|---|--|---|
| <p>AGENDA ITEM MTG. DATE: March 13, 2012 SUBJECT: Private Road Naming - File No. PR 12-01 MEMO DATE: March 6, 2012 Prepared By: Donna Hutchinson Reviewed By: Mike Shuttleworth</p> | <p>TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p> | <p>Consent Agenda Public Hearing 1st Discussion 2nd Discussion Public Mtg. X</p> |
|---|--|---|

BACKGROUND INFORMATION

On February 27, 2012, Ms. Aissata Sidibe submitted the attached request to rename S. 999 PR SE a private access easement located off of Cottonwood Drive. Notices were sent to all affected agencies and attached are the Public Works Dept. and SECOMM comments on the proposed name change. A majority of the owners in the lots within the short plats affected by the access easement have signed the petition.

SUMMARY

A road name change request has been submitted to change a private access easement to S. Toure PR SE. A public meeting has been scheduled for March 13, 2012 at 9:05 a.m. to discuss and review the road name petition.

RECOMMENDATION

Based on the comments from SECOMM, the Department of Public Works and the applicant, it is the recommendation of the Planning Department that the Board approve the road name change request to S. Toure PR SE.

FISCAL IMPACT

None

MOTION

If at the conclusion of the public meeting the Board agrees with the staff recommendation they will need to make the following motion: The Board of County Commissioners adopts the change of road name from S. 999 PR SE to S. Toure PR SE with the condition that Ms. Sidibe has thirty (30) days to pay the required sign fee for the construction and placement of the private road sign(s) to the Benton County Public Works Dept. If the fee is not paid within thirty (30) days, the approval by the Board of County Commissioners will be declared null and void.