

December 6, 2010

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
November 29, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Steve Becken, Public Works; Mike Shuttleworth, Planning; Erhiza Rivera, Treasurer's Office; DPA Ryan Brown; Sue Schuetze, Public Works; Pat Powell Auditor's Office; Sharon Paradis, Juvenile; Jacki Lahtinen, Dixie Jameson, Reva Kirby, Judge Terry Tanner and Judge Bob Ingvalson, District Court; Ed Thornbrugh, Human Services; Clerk Josie Delvin; RJ Lott, Planning; Central Services Manager Randy Reid; Auditor Brenda Chilton; Nick Kooiker, Treasurer's Office.

Workshop Agenda

Letter from Prosser Mayor Warden

Chairman Beaver asked if the Board was going to respond to the letter from the Prosser Mayor regarding District Court operations. The Board agreed to have Mr. Fyall write a letter in response stating it would be a decision made by a body separate from the Board.

Contract Amendment – Animal Control

Commissioner Bowman wanted to know if the County could be reimbursed for the costs associated with the incorrect survey drawings. Lisa Small said she would research the issue.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of November 22, 2010 were approved.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “y”. Commissioner Bowman seconded and upon vote, the Board approved the following:

Animal Control

- a. First Contract Amendment w/Bernardo Wills Architects PC

Commissioners

- b. Reappointment of L Carnahan to the Kiona Irrigation District
- c. Reappointment of R Fox to the Mid Columbia Library Board
- d. Reappointment of N Aldrich to the Benton Clean Air Authority Board

Human Services

- e. Appointment of L Church to the Developmental Disabilities Advisory Board
- f. Reappointment of A Ray to the Substance Abuse Advisory Board
- g. Reappointment of E Frost to the Development Disabilities Advisory Board
- h. Professional Services Agreement w/Oxarc Fire Division
- i. Compensation Authorization to S Adolphsen - Parent Coalition Group Facilitation
- j. Compensation Authorization to Entrust Community Services - Comprehensive Program
- k. Compensation Authorization to Children’s Developmental Center – Program Services
- l. Compensation Authorization to Goodwill Industries – Comprehensive Program
- m. Compensation Authorization to Arc of Tri-Cities – Comprehensive Program
- n. Compensation Authorization to Peopleworks Tri Cities, LLC – Comprehensive Program
- o. Compensation Authorization to Columbia Industries – Program Services
- p. Compensation Authorization to Ambitions Community Support Services – Program Srvcs

Juvenile

- q. Criminal Defense Professional Service Agreement w/J Brown
- r. Personal Service Contract w/Sierra Electric, Inc.
- s. Personal Service Contract w/Lutheran Community Services Northwest

Parks

- t. Contract w/Masterpiece Coating LLC for Exterior Painting at Horn Rapids Park

Personnel

- u. Establishing 2011 Holidays and Hours for the Transaction of Business
- v. Security Services Contract @ Courthouse w/J & J Security and Transport, Inc.
- w. Personal Services Contract w/Western States Insurance Agency Inc.

Planning

- x. Short Plat Vacation – SPV 10-11

Sustainable Development

- y. Line Item Transfer, Fund No. 0135-101, Dept. 000

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

Public Hearing – Unimproved Right of Way Vacation – Bofer Canyon Road

Sue Schuetze presented the petition for the proposed right of way vacation on Bofer Canyon Road. She said they received comments from Benton PUD and Frontier and they both requested

utility easements. Ms. Schuetze said the Public Works Department recommended that a portion of the right of way be vacated and a portion be retained with the recommendation to grant a 15-foot utility easement adjacent to the 40-foot right of way the County would retain.

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

MOTION: Commissioner Benitz moved to approve the vacation as recommended subject to the listed condition. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Public Hearing – Short Plat Vacation – SPV 10-10

RJ Lott said the Planning Department received an application to vacate a large-scale drainage easement and the Public Works Department requested a WA State Licensed Engineer design the new drainage easements. He said the Planning Department recommend approval with the condition of the drainage study being completed and signed by the Engineer.

Commissioner Bowman asked about the requirement of a timeline for completion. Mr. Shuttleworth said a condition would be that it be complete in one year from approval.

Public Testimony

Don Reddout, applicant, asked about the purpose of new study and who it would benefit. Mr. Lott said it would make sure the easements were adequate width and in the right location. Chairman Beaver added that not having that done could create a problem later on.

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

MOTION: Commissioner Benitz moved to approve the vacation of the large-scale drainage easement with the condition the applicant provide a drainage study completed and signed by a licensed engineer within one year of approval. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Continued Public Hearing – Adoption of Biennium Budget

Keith Mercer said the proposed budget was advertised for two weeks and posted on the website and he was ready to proceed.

Public Testimony

District Court Judge Terry Tanner again stated the needs of District Court: Prosser part-time position be reinstated (if not approved he said they would have to make changes in the way the Prosser office was run); Judge pro tem money; office supplies be restored; and professional services (interpreter costs).

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

Commissioner Bowman asked about the current expense levy being certified for 2011 only. Mr. Mercer said they were certifying for 2011 levy and next year would certify for 2012 levy.

MOTION: Commissioner Bowman moved to approve the resolution certifying the current expense levy for 2011 collection. Chairman Beaver seconded.

Discussion

David Sparks stated it would be with a zero percent increase.

Commissioner Benitz said he didn't believe the budget would be sustainable for two years under difficult times and the County would be about \$5.8 million out of round in two years. He said there were issues that still needed to be addressed and he was opposed to the budget at this time.

Chairman Beaver thanked the elected officials for the work they put into the budget process. He said he knew where the budget was going and there was going to be a big problem and believed there was reality to what Commissioner Benitz was talking about.

Upon vote, the motion carried with Commissioner Benitz opposing.

MOTION: Commissioner Bowman moved to approve the resolution certifying the county road levy with 0% increase for 2011 collection. Chairman Beaver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

MOTION: Commissioner Bowman moved to approve the resolution certifying budgeted taxes for collection in the year 2011. Chairman Beaver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

MOTION: Commissioner Bowman moved to approve the adoption of the final 2011-2012 Benton County Budgets. Chairman Beaver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

The Board briefly recessed, reconvening at 9:45 a.m.

Short Plat Ordinance Workshop

Mike Shuttleworth and Ryan Brown presented the draft short plat ordinance for review by the Board.

Commissioner Benitz said he would support the ordinance, as proposed, keeping the private access easements at four lots or fewer.

Commissioner Bowman asked about enforcement and what would prevent the next guy that wanted to build behind those four lots from using that private access easement.

Mr. Brown said the property owner would have to acquire further property so he had enough to build a wider public road.

The Board agreed to go to public hearing on the proposed short plat ordinance.

The Board briefly recessed, reconvening at 10:05 a.m.

Fair Association Lease

Loretta Smith Kelty proposed two options for the Board to consider in negotiating a new lease with the Fair Association.

Chairman Beaver said the Fair Association expressed concern the lease agreement with the Horse Racing Association was put together so quickly and they had been trying for some time to put together an amended lease for the Fair Association. He said he did not know where the common ground was to address their concerns.

Commissioner Benitz said he wanted it to continue to be County property and that Benton County had invested over \$2 million into the Fairgrounds since 2001. He recommended the Board extend the current lease for three years and start negotiation for future years.

Commissioner Bowman said he thought three years was too short and that it should be negotiated for five years. He said the agreement currently in place has worked well for both Benton County and the Fair Association and he was not convinced it was in the best interest of the citizens and other users of Benton County to turn it over to the Fair Association.

Chairman Beaver said that Ms. Smith Kelty should continue to work on some of form of lease, either three or five years in the direction they had been going.

Ms. Smith Kelty asked the Board if it would agree to her working with Mr. Sparks independently on the lease so the Commissioners were not put in an awkward position with the Fair Association. The Board agreed.

Claim for Damages

CC 2018-18: Received on November 29, 2010 from Marcie Berg.

Resolutions

- 10-726 First Contract Amendment w/Bernardo Wills Architects PC
- 10-727 Reappointment of L Carnahan to the Kiona Irrigation District
- 10-728 Reappointment of R Fox to the Mid Columbia Library Board
- 10-729 Reappointment of N Aldrich to the Benton Clean Air Authority Board
- 10-730 Appointment of L Church to the Developmental Disabilities Advisory Board
- 10-731 Reappointment of A Ray to the Substance Abuse Advisory Board
- 10-732 Reappointment of E Frost to the Development Disabilities Advisory Board

- 10-733 Professional Services Agreement w/Oxarc Fire Division
- 10-734 Compensation Authorization to S Adolphsen - Parent Coalition Group Facilitation
- 10-735 Compensation Authorization to Entrust Community Services - Comprehensive Program
- 10-736 Compensation Authorization to Children's Developmental Center – Program Services
- 10-737 Compensation Authorization to Goodwill Industries – Comprehensive Program
- 10-738 Compensation Authorization to Arc of Tri-Cities – Comprehensive Program
- 10-739 Compensation Authorization to Peopeworks Tri Cities, LLC – Comprehensive Program
- 10-740 Compensation Authorization to Columbia Industries – Program Services
- 10-741 Compensation Authorization to Ambitions Community Support Services – Program Srves
- 10-742 Criminal Defense Professional Service Agreement w/J Brown
- 10-743 Personal Service Contract w/Sierra Electric, Inc.
- 10-744 Personal Service Contract w/Lutheran Community Services Northwest
- 10-745 Contract w/Masterpiece Coating LLC for Exterior Painting at Horn Rapids Park
- 10-746 Establishing 2011 Holidays and Hours for the Transaction of Business
- 10-747 Security Services Contract @ Courthouse w/J & J Security and Transport, Inc.
- 10-748 Personal Services Contract w/Western States Insurance Agency Inc.
- 10-749 Short Plat Vacation – SPV 10-11
- 10-750 Line Item Transfer, Fund No. 0135-101, Dept. 000
- 10-751 Certifying the Current Expense Levy for 2011 Collection
- 10-752 Certifying the County Road Levy for 2011 Collection
- 10-753 Certifying Budgeted Taxes for Collection in the Year 2011
- 10-754 Adoption of the Final 2011-2012 Benton County Budgets

There being no further business before the Board, the meeting adjourned at approximately 10:19 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR A COPIER FROM IKON OFFICE SOLUTIONS FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, Ikon Office Solutions is a vendor under State Contract #03706; and

WHEREAS, the Benton County Animal Control Facility would like to enter into a 36 month lease option with Ikon Office Solutions for the leasing of a Ricoh MP C2800 Copier; and

WHEREAS, attached hereto is the Lease/Purchase Agreement, along with a copy of the State Contract #03706 (Exhibit A) and detailed pricing sheet (Exhibit B); together, these outline the fees to be charged to the Benton County Animal Control Facility for the lease of the copier; and

WHEREAS, the monthly maintenance and lease agreement amounts will be \$164.96 including all supplies, except paper, at \$0.008 per black/white copy and \$0.065 per color copy; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby is authorized to sign the Lease/Purchase Agreement between Benton County Animal Control Facility and Ikon Office Solutions for a 36-month lease for the Ricoh MP C2800 Copier.

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

LEASE/PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices
located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION
No. _____
This order number must
appear on all invoices,
packing slips, packages,
correspondence, etc.

VENDOR: Ikon Office Solutions PO Box 650073 Dallas, TX 75265

VENDOR CODE:

VENDOR CONTACT: Joshua McCarty

VENDOR CONTACT PHONE: (509) 205-4030 – Cell

TYPE OF LEASE: 36 mo operating copier lease per WA State Contract #03706.
Single invoice for both operating lease and overages.

SHIP TO:

Benton County Animal Control
1116 N Grant Place
Kennewick, WA 99336

BILL TO:

Benton County Animal Control
1116 N Grant Place
Kennewick, WA 99336

REMIT TO:

Ikon Office
Solutions
PO Box
650073 Dallas
TX 75265

AGREEMENT:

In exchange for the
consideration identified
herein, the Vendor agrees
to provide the following
office equipment to Benton
County under the terms
described within this
agreement.

P.O. DATE:

Delivery Date:

Line	Model	Description	Term	Unit Price	Total Price
1	Aficio MP C2800	Ricoh MP C2800 SPF per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: \$.065. Cost per BW copy: \$.008.	36 months	\$148.11	\$5,331.96
2		FAC Storage Cabinet	36 months	3.15	113.40
3		Surge Protector	36 months	2.59	93.24
4		Basic Print Connectivity	36 months	5.55	200.00
5		2 Hours Additional Network Labor	36 months	5.56	200.00
6					
7					
8					

The term of this Agreement shall be 36 months:

Beg: Delivery/Acceptance Date through: Term End exp. time:

SUB TOTAL =	\$5,938.60
8.3% SALES TAX =	\$ 492.90
TOTAL ORDER =	\$6,431.50

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 including Schedule B thereto (copy attached hereto as Exhibit A).

In case of any conflicts, the order of precedence is:

1. The State of Washington Contract No. 03706 including Schedule B thereto;
2. This Lease Agreement.

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept. Contact: Larry Taylor
Benton County Animal Control Facility
Title: Animal Control Manager

Address: 1116 N Grant Place
Kennewick, WA 99336

Phone: (509) 735-6555
Fax: (509) 783-5852

Approved as to Form
(Deputy Prosecutor): _____

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): _____ Title: _____ Date: _____

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	December 6, 2010	Execute Contract	_____
Subject:	Extending Voice Services to Animal Control Facility	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith Kelty	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The attached resolution authorizes purchasing equipment and services from CentryLink for the purpose of extending the county voice systems to the new Animal Control facility. 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. CentryLink (Embarq) was the only responder to the RFP published for that project. The equipment to be installed at the Animal Control Facility is the same as that already in place at the Kennewick Shop, Prosser Shop, and Richland Auditor's office. It extends the county voice services including four digit extensions, voice mail, and voice menu trees.

SUMMARY

The attached resolution authorizes the Manager of Central Services to acquire services and equipment from CentryLink for extending the county voice system to the new Animal Control facility.

RECOMMENDATION

1ST Pass resolution

2nd

FISCAL IMPACT

None. Expenses are included in 2010 budget as supplemented by Resolution 10-597.

MOTION

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING CONTRIBUTION TO EMPLOYEE BENEFITS FOR THE YEAR 2011

WHEREAS, the Board of Benton County Commissioners has determined that the non-bargaining contribution to employee benefits will be adjusted for calendar year 2011; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has determined that the County's monthly contribution for regular non-bargaining employees and elected officials eligible for benefits will increase from \$780.00 per month to \$884.00 per month effective January 1, 2011; and,

BE IT FURTHER RESOLVED, that it is mandatory that benefited eligible employees and elected officials be enrolled in the County's medical, dental, vision and life (\$24,000.00) plans, to receive the monthly County contribution; and,

BE IT FURTHER RESOLVED, that any unused portion of the County contribution available above the mandated County's medical, dental, vision and life plan premiums may be applied, at the employee's option, to purchase of supplemental group insurance, dependent coverage or deposited into the employee's VEBA account; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this resolution and this resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that this resolution in not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING GENERAL INCREASE OF WAGES FOR THE YEAR 2011

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Non-Bargaining Salary Schedule by 1.0% effective January 1, 2011; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 1.0% to current regular Non-Bargaining employees, effective January 1, 2011, on the salary schedule developed for Non-Bargaining personnel attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that a listing of regular Non-Bargaining classifications have been set forth in resolutions and/or the 2011 approved County budget; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board without notification; and,

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2011 at the sole discretion of the Board, may be effective January 1, 2011 or any other date in 2011 for the Non-Bargaining employees or other labor units; and,

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

2011 SALARY SCHEDULE
BENTON COUNTY NON-BARGAINING
EXHIBIT A

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
27	7389	7537	7801	8074	8357	8649	8952	9265	9589
26	7038	7179	7430	7690	7959	8238	8526	8824	9133
25	6703	6837	7076	7324	7580	7845	8120	8404	8698
24	6383	6511	6739	6975	7219	7472	7734	8005	8285
23	6079	6201	6418	6643	6875	7116	7365	7623	7890
22	5790	5906	6113	6327	6548	6777	7014	7259	7513
21	5514	5624	5821	6025	6236	6454	6680	6914	7156
20	5252	5357	5544	5738	5939	6147	6362	6585	6815
19	5001	5101	5280	5465	5656	5854	6059	6271	6490
18	4764	4859	5029	5205	5387	5576	5771	5973	6182
17	4536	4627	4789	4957	5130	5310	5496	5688	5887
16	4321	4407	4561	4721	4886	5057	5234	5417	5607
15	4115	4197	4344	4496	4653	4816	4985	5159	5340
14	3918	3996	4136	4281	4431	4586	4747	4913	5085
13	3731	3806	3939	4077	4220	4368	4521	4679	4843
12	3554	3625	3752	3883	4019	4160	4306	4457	4613
11	3385	3453	3574	3699	3828	3962	4101	4245	4394
10	3225	3289	3404	3523	3646	3774	3906	4043	4185
9	3071	3132	3242	3355	3472	3594	3720	3850	3985
8	2925	2983	3087	3195	3307	3423	3543	3667	3795
7	2785	2841	2940	3043	3150	3260	3374	3492	3614
6	2653	2706	2801	2899	3000	3105	3214	3326	3442
5	2526	2577	2667	2760	2857	2957	3060	3167	3278
4	2406	2454	2540	2629	2721	2816	2915	3017	3123
3	2290	2336	2418	2503	2591	2682	2776	2873	2974
2	2182	2226	2304	2385	2468	2554	2643	2736	2832
1	2078	2120	2194	2271	2350	2432	2517	2605	2696

cc: All Benton County Elected Officials, Payroll, Personnel, and Stephen Hallstrom

e

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 06 Dec 2010	Execute Contract	Consent Agenda X
Subject: District Court	Pass Resolution	Public Hearing
Memo Date: 01 Dec 2010	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion X	2nd Discussion
Reviewed By: LSK	Other	Other

SUMMARY & BACKGROUND

The attached draft letter is a response to the letter sent to Commissioners by the City of Prosser regarding the status and fate of District Court operations at the Courthouse. If approved, a final version will be printed for signature.

###

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

December 6, 2010

The Honorable Paul Warden, Mayor
City of Prosser
601 Seventh Street
Prosser, Washington 99350

Re: Benton County District Court

Dear Mayor Warden:

The Board of Commissioners is in receipt of your letter of November 15, 2010 regarding District Court operations in Prosser where various State, County and municipal services are provided.

We need to clarify that no additional cuts were made in the baseline 2011-2012 biennial District Court departmental budget that was adopted by the Board of Commissioners on November 29. On the contrary, \$18,000 was *added* to the District Court budget above the 2010 baseline.

On the morning of November 30, signs were posted at the District Court service window in the Courthouse noticing the public that the service window would permanently close on December 31 and that beginning with the 2011 work year, all payment and information service would be provided only through the Kennewick office at the Justice Center. The signs also declare that "Prosser cases will still be held in the Prosser courtroom".

Like you, we are dismayed that the independently-elected body of District Court has decided to minimize or in fact eliminate services in Prosser; and we can appreciate how this may impact not only county citizens but also city residents who utilize the municipal court services contracted through District Court. However, this is a discussion that the City needs to take-up with the elected judges who manage District Court as they see fit.

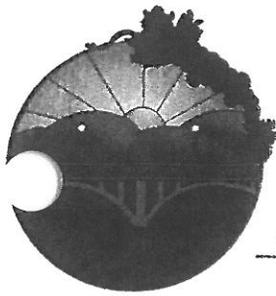
We have taken the liberty of passing your letter of concern along to the presiding District Court judge. If we can be of further assistance, please let us know.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

cc: Benton Co. Commissioners
Administration
Benton County District Court Presiding Judge



City of Prosser

RECEIVED
NOV 18 2010
CITY OF PROSSER

November 15, 2010

Benton County Commissioners
Benton County
620 Market Street
Prosser, WA 99350

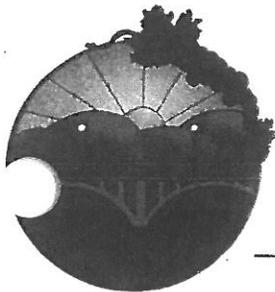
Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Jim	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	R. Brown

Dear Commissioners:

We were recently informed that Benton County may be considering the closure of its District Court in Prosser through its budget process by not funding portions or all of District Court in Prosser. While we have not been able to confirm the outcome of the budget action resulting in the closure of Prosser District Court from talking with various County officials, we felt compelled to send you this letter in case you were seriously considering the move.

I took the liberty recently to discuss the possibility of District Court closure with our City Council, our Police Chief, our City Administrator, and our City Attorney.

The City of Prosser has an interlocal agreement with the Benton County District Court for the provision of municipal court services. This is an efficient and effective manner for the provision of district and municipal court services for the citizens of Benton County and for that reason it is a model of service delivery that is prevalent across the State of Washington. Over the years, as Benton County has developed, District Court services emerged and were provided on both sides of the County to ensure easy access to citizens and agencies that heavily use the court system. If District Court were no longer provided in Prosser, it would cost the City of Prosser at least \$66,000 annually in its Police Department alone to maintain service levels within the City while members of the Police Department were in the Tri-Cities attending court. This additional amount, combined with the amount the City already spends on District Court services, would place the City in a position where it would need to evaluate the merits of establishing its own municipal court, a move that is not in the best interest of the taxpayers of Benton County or the City of Prosser. It would also require a quick and painful short-term budget adjustment for the City in a year when it has already dealt with the closure of its ConAgra plant and shrinking revenues. If Benton County were to consider such a move, we would at least request some additional lead time to prepare for it.



City of Prosser

On behalf of the City Council of Prosser, if Benton County is considering closing its District Court in Prosser then I strongly urge you to reconsider such a move, to keep it open, and to talk with us about long-term issues, should they exist, so that we can improve the court system for all residents of Benton County.

Sincerely,

A handwritten signature in cursive script that reads "Paul Warden".

Paul Warden
Mayor

Leo Bowman
District 1
Max Beritz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator
Loretta Smith Kelty
Deputy County Administrator

December 1, 2010

Tom Trulove, Chair
Community Economic Revitalization Board
Washington State Department of Commerce
PO Box 42525
Olympia, WA 98504

RE: Construction Application Letter of Support
City of West Richland, SSC Manufacturing

Dear Mr. Trulove:

As Chairman of the Board of Commissioners of Benton County, please accept this letter supporting the City of West Richland's loan/grant request.

Promoting sustainable growth and viable economic development in Benton County is critical to the diversification of our regional economy, and vital to serving the citizens of Benton County as well as all of Washington State.

Benton County is working very closely with area agencies and municipalities in support of a stronger economic future for our area. Our vision for sustainable growth includes a diverse job-base that encompasses a variety of industry sectors, including manufacturing of goods and services that will generate viable, long-term economic development in our State.

It is important to support our existing job base, and to help those businesses grow and prosper. The City of West Richland is working hard to develop its own economic base, in support of the greater regional vision for the future.

Jerod Shelby has made remarkable progress in developing his company in Benton County, and we would like to see his firm not only remain in our area of Washington State, but also expand upon his product base. In addition to high performance automobiles, we understand he has patented an electric drive train which could potentially serve our state and nation in the development of new, alternative sources of energy.

Please give careful consideration to the City of West Richland's request in support of economic development within Benton County. Working together, we can help build sustainable and diverse growth throughout Washington.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 06 Dec 2010 Subject: HH Cemetery Memo Date: 23 Nov 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

This thank you letter is a follow-up to the volunteer work completed at the Horse Heaven Cemetery this past summer.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

06 December 2010

Tom Mackey, General Manager
Agri-Northwest
7404 West Hood Place
Kennewick, Washington 99336

Re: Horse Heaven Cemetery

Dear Mr. Mackey,

Benton County would like to thank Agri-Northwest for the central role the company played in the volunteer restoration of the Horse Heaven Cemetery south of Benton City earlier this summer. We understand that there were significant commitments of both dollars and man hours from the company and your employees.

Pioneer cemeteries such as Horse Heaven are often overlooked and forgotten by the wider public, but they are an important connection to our collective past and a tangible link to the earliest days of settlement in many communities.

The Agri-Northwest volunteer team – partnering with the LDS Kennewick Ward 14, the Boy Scouts, and neighbors of the cemetery – completed a lot of work at the site, including clean-up, removal of a dilapidated fence, replacement with a new fence, grading around the perimeter of the lot, and graveling of that perimeter for ease of access and weed control. The work was tremendous, and the cemetery is presentable now with a dignity that it has not had in many years.

You may also not be aware that before being approached about this project, we did not realize that the County even owned the cemetery. Going forward, we do plan to pay greater attention to weed control and cleanliness of the site; and we are taking a look at placing some interpretive signage at the site.

We would particularly like to acknowledge the work of Mr. Mike Aichele from your team, who was the project manager for the restoration and who interfaced with our County staff. Mike did a fantastic job of organizing the pieces for the project and of pushing it onward toward a timely finish. Many volunteers were involved, but Mike really did a noticeable job of bringing all of the players and resources together to make it happen.

Later next spring, when the weather starts to cooperate better and perhaps after some signage has been placed, we plan to work with newspaper to get a feature published on the work at the cemetery. We want to further acknowledge your efforts as a part of that and may on Mr. Aichele again to discuss the project.

Again, thank you for your interest in the Horse Heaven Cemetery and for your appreciation of our community history. We are pleased to be able to support and recognize your work on this project.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

Leo Bowman

Max E. Benitz, Jr.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: BC 12/6/10 FC 12/15/10	Executive Contract <input checked="" type="checkbox"/>	PUBLIC HEARING
SUBJECT: Interpreter Services - Mark A. Rudeen	Pass Ordinance	1 st DISCUSSION
Prepared By: Sharon Paradis	Pass Motion	2 nd DISCUSSION
Reviewed By:	Other	OTHER

BACKGROUND INFORMATION

Mark A. Rudeen is a court certified Spanish Interpreter for Medical, Social and Court matters in the State of Washington. By law we are required to provide interpreting services to defendants and families during court proceedings. Mr. Rudeen has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on regular basis for a number of years. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period beginning January 1, 2011 and through December 31, 2011.

SUMMARY

Mr. Rudeen is a court certified Spanish in Washington for medical, social and court matters. Compensation is set forth in the actual contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Mark A. Rudeen.

FISCAL IMPACT

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center's 2011 Budget.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Mark A. Rudeen

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND MARK A. RUDEEN, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Mark A. Rudeen and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2011 and terminating on December 31, 2011, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 6th day of December 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15th day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest: _____

Attest: _____

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND MARK A. RUDEEN

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Mark A. Rudeen, with his principal office at 250 Gage BLVD # 2095, Richland, Washington, 99352 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2011, through December 31, 2011. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. Provide English to Spanish and Spanish to English oral and written language interpreting services to respondents and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.
- B. The total hours of services provided by Contractor under this Contract is not to exceed 120 hours per month without prior written authorization from the Juvenile Court Administrator, Intervention/Legal Processing Manager, and/or his/her designee.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 12-6-10 F/C 12-15-10	Executive Contract XX	PUBLIC HEARING
SUBJECT: Interpreter Services - Connections Consulting, Owner Maria Vera	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Sharon Paradis	Pass Motion	2 nd DISCUSSION
Reviewed By:	Other	OTHER

BACKGROUND INFORMATION

Maria Vera, Owner Connections Consulting, is a court certified Spanish Interpreter for Medical, Social and Court matters in the State of Washington. By law we are required to provide interpreting services to defendants and families during court proceedings. Ms. Vera has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center for the last eighteen months. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period of January 1, 2011 and through December 31, 2011.

SUMMARY

Maria Vera, Owner Connections Consulting is a court certified Spanish Interpreter, in the State of Washington, for medical, social and court matters. Compensation is set forth in the actual contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Connections Consulting.

FISCAL IMPACT

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2011 Budget.

MOTION

I move that the Board of Commissioners sign the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Maria Vera.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Connections Consulting and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2011 and terminating on December 31, 2011, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 6th day of December 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15th day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND CONNECTIONS CONSULTING

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Connections Consulting, with the principal office at 164 Columbia Road, Burbank, WA 99323 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2011, through December 31, 2011. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. Provide English to Spanish and Spanish to English oral and written language interpreting services to respondents and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.
- B. The total hours of services provided by Contractor under this Contract is not to exceed 120 hours per month without prior written authorization from the Juvenile Court Administrator, Intervention/Legal Processing Manager, and/or his/her designee.

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract <u>XX</u>	Consent Agenda <u>xx</u>
MEETING DATE: B/C 12-6-10 F/C 12-15-10	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Personal Services Agreement with Coffey Refrigeration	Pass Ordinance	1st Discussion
Prepared By: Sharon Paradis	Pass Motion	2nd Discussion
Reviewed By:	Other	Other

BACKGROUND INFORMATION

Coffey Refrigeration is an expert in their industry and can provide essential "as needed" kitchen equipment repair services for the Benton-Franklin Counties Juvenile Justice Center.

SUMMARY

Benton-Franklin Counties Juvenile Justice Center would like to contract with Coffey Refrigeration for "as needed" kitchen equipment repair services.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract between Benton-Franklin Counties Juvenile Justice Center and Coffey Refrigeration for the period of January 01, 2011 through December 31, 2011.

FISCAL IMPACT

The budget amount is included in the Juvenile Facilities' budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract between Benton-Franklin Counties Juvenile Justice Center and Coffey Refrigeration, to provide "as needed" kitchen equipment repairs for the Juvenile Justice Center for the period of January 01, 2011 through December 31, 2011.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND YODER, INC, DBA COFFEY REFRIGERATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Yoder Inc., dba Coffey Refrigeration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 01, 2011 and terminating on December 31, 2011, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 6th day of December 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15th day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as "COUNTIES"), and Yoder Inc., a Washington corporation, doing business as Coffey Refrigeration, with its principal offices at PO Box 6257, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents

- a. Exhibit A - Contractor's Proposal
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2011. Price adjustments to this Contract will only be effective with an executed amendment to this Contract as set forth in Section 7. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" kitchen equipment repair services for the Benton-Franklin Counties Juvenile Justice Center location in accordance with the CONTRACTORS 2011 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such

K

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 12-06-10 F/C 12-15-10	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Resolution Authorizing Signature on Agreement Amendment with AOC for Becca Programs	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Benton/Franklin Counties Juvenile Justice Center has executed the contract from the State of Washington, Administrative Office of the Courts, to provide Becca services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2009, through June 30, 2011.

SUMMARY

The contract amount for July 1, 2009, through June 30, 2011, was \$697,828. Amendment 1 adjusted this maximum reimbursement for costs to \$673,350. This amendment, Amendment 2, will adjust the maximum reimbursement costs again and go from \$673,350 to \$652,182 for the period of July 1, 2009 through June 30, 2011.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement IAA10160 Amendment 2, for BECCA services, as written.

FISCAL IMPACT

This is a Fee for Service contract whereby we are reimbursed for services rendered.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the interagency agreement with the State of Washington, Administrative Office of the Courts for the BECCA program.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT IAA10160 AMENDMENT 2 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA10160 Amendment 2 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2009 and terminating on June 30, 2011, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Interagency Agreement.

DATED this 6th day of December 2010.

DATED this 15th day of December 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

INTERAGENCY AGREEMENT IAA10160
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON/FRANKLIN COUNTY JUVENILE COURT
AMENDMENT 2

The purpose of this Amendment is to adjust the maximum reimbursement for costs to the CONTRACTOR from \$673,350.00 to \$652,182.00.

This agreement is amended as follows:

COMPENSATION: The Compensation is adjusted as set forth below:

The amount of compensation for July 1, 2010 – June 30, 2011 will be \$315,507.00.

Contractor shall be reimbursed a maximum of \$652,182.00 for costs incurred during the contract period.

All other terms and conditions of the original contract remain unchanged.

AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

CONTRACTOR

* See attached Signature Page *

Ramsey Radwan, Director
Management Services Division

Signature

Printed Name

Date

Title

Date

AGREED:

BENTON/FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Sharon A. Paradis 6/2/2010

Sharon A. Paradis, Juvenile Court Administrator

Date

Benton County Approval	Franklin County Approval
<p>Approved as to Form:</p> <p>_____</p> <p>Sarah Perry, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____</p> <p>Name: <u>James Beaver</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p><u>Agreed Review Performed by Benton County</u></p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____</p> <p>Name: <u>Brad Peck</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 12-06-10 F/C 12-15-10			
SUBJECT: Amendment #1 to Interagency Agreement between Washington Administrative Office of the Courts and the Benton/Franklin Juvenile Court			
Prepared By: Sharon Paradis			
Reviewed By:			

BACKGROUND

The State of Washington, Administrative Office of the Courts (AOC) has contracted with the Benton-Franklin Counties Juvenile Justice Center for many years to provide Court Appointed Special Advocate (CASA) representation to dependent youth of Benton and Franklin Counties. Funding for the current state fiscal year has been reduced. The Amendment to the Current Agreement reduces compensation for FY 2011 to \$100,211.

SUMMARY

State funding in support of the CASA program for dependent youth for the current state fiscal year has been reduced. The Amendment to the Current Agreement reduces compensation for FY 2011 to \$100,211, a reduction of \$4,881.00.

RECOMMENDATION:

I recommend that the Boards of County Commissioners approve the Resolution Authorizing their Chair to sign Amendment #1 to the Interagency Agreement between Washington Administrative Office of the Courts and the Benton-Franklin Juvenile Court.

FISCAL IMPACT:

Staffing will be reduced commensurate with the reduction in funding.

MOTION:

I move that the Chairman of the Board of Benton County Commissioners, James Beaver, and the Chairman of the Board of Franklin County Commissioners, Brad Peck, be and they hereby are authorized to sign, on behalf of their respective county, Amendment #1 to the Interagency Agreement between Washington Administrative Office of the Courts and the Benton-Franklin Juvenile Court.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDMENT #1 TO INTERAGENCY AGREEMENT BETWEEN BENTON/FRANKLIN JUVENILE COURT AND THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton and Franklin Counties Juvenile Justice Center that the Amendment #1 to Interagency Agreement Number IAA10121 between the Washington State Administrative Office of the Court and Benton/Franklin Juvenile Justice Court be approved as presented, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Amendment #1 to the Interagency Agreement.

DATED this 6th day of December 2010 .

DATED this 15th day of December 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

AMENDMENT #1 TO
INTERAGENCY AGREEMENT IAA10121
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON/FRANKLIN JUVENILE COURT

The purpose of this Amendment is to set the maximum amount of compensation for work provided in accordance with this Agreement during Fiscal Year 2011 at \$100,211.

All other terms and conditions in the original agreement remain the same.

AGREED:

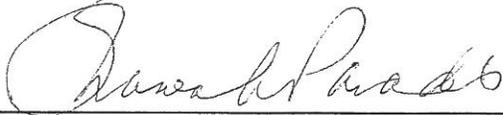
Administrative Office of the Courts

Contractor

_____ Signature	* See Attached Signature Page * _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed

Signature Page:

BENTON/FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



11/29/2010

Sharon A. Paradis, Juvenile Court Administrator

Date

Benton County Approval	Franklin County Approval
<p>Approved as to Form:</p> <p><u>Agreed Review Performed by Franklin County</u> Stephen Hallstrom, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>James Beaver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: Clerk of the Board: _____</p>	<p>Approved as to Form:</p> <p><u>RVB</u> <u>11/29/2010</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Brad Peck</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: Clerk of the Board: _____</p>

m

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 12-6-10 F/C 12-15-10	Executive Contract <u>xx</u>	
SUBJECT: Contract with Inter-City Legal Processing & Messenger Service, LLC.	Pass Resolution <u>xx</u>	
	Pass Ordinance	
Prepared By: Sharon Paradis	Pass Motion	
Reviewed By:	Other	

BACKGROUND INFORMATION

Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service has provided processing and messenger services to the Benton-Franklin Counties Juvenile Justice Center (BFJJC), Benton-Franklin Counties Department of Human Services, and the Benton-Franklin Counties Crisis Response Unit for more than twenty (20) years. The current contract for services between these Departments and Inter-City Legal Processing & Messenger Service lapsed on December 31, 2010.

SUMMARY

The term of this Contract is from January 1, 2011, through December 31, 2011. The Contract allows for renewal of the contract duration term for up to two (2), one (1) year terms.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Contract as outlined above.

FISCAL IMPACT

The monies for this contract are included in the approved budgets for each of the Departments.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Contract between the Benton-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, Benton-Franklin Counties Crisis Response Unit and Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, BENTON-FRANKLIN COUNTIES CRISIS RESPONSE UNIT AND INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, LLC, DBA INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, and Ed Thornbrugh, Director of the Benton-Franklin Counties Department of Human Services and Benton-Franklin Counties Crisis Response Unit, believe it is in the best interest of the Juvenile Justice Center, Department of Human Services, and the Crisis Response Unit that the Personal Services Contract between Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service, and Benton-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, and Benton-Franklin Counties Crisis Response Unit be approved as presented for a term commencing January 1, 2011 and ending December 31, 2011, and renewable for two, one year terms, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 6th day of December 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15th day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**PERSONAL SERVICE CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301, (hereinafter both COUNTIES referred to jointly as "COUNTIES"), and INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, LLC, doing business as INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, with its principal offices at 518 W. Shoshone, Pasco, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract attaches hereto the following exhibits, which are incorporated herein by reference:

- A. **Terms and Conditions;**
- B. **Exhibit A, Scope of Work; and**
- C. **Exhibit B, Compensation.**

2. DURATION OF CONTRACT

- A. The term of this Contract shall begin January 1, 2011, and shall expire on December 31, 2011. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.
- B. The COUNTIES may, at its option, and with the approval of the CONTRACTOR, renew the term of this Contract up to a maximum of two (2), one (1) year terms. The CONTRACTOR shall be notified in writing of the COUNTIES' intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original Contract term.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- A. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference.
- B. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

**Benton & Franklin Counties
OFFICE OF PUBLIC DEFENSE**



MEMO

Date: November 19, 2010

To: Benton County Board of Commissioners

From: Eric Hsu, Chair, Benton County Law & Justice Council

RE: Recommendations for citizen members of Law & Justice Council

As you know, Resolution 00-427, the Resolution that created the Benton County Law & Justice Council, requires the appointment of a minimum of three citizen members to the Council. Over the last two months, the Council undertook to identify suitable community members for these citizen members positions. In the process, a subcommittee of the Council interviewed four out of five of the applicants (we were unable to reach the fifth) and reported back to the Council as a whole this past Tuesday, November 16. I am pleased to advise that the Council voted unanimously, at this meeting, to recommend that all four of these citizen applicants be appointed to be on the Law & Justice Council. Specifically, the members of the Council agreed that all four of these applicants possessed much needed skills, expertise and perspective, such that each of them would be very valuable additions to the Council.

The volunteer applicants recommended by the Council for appointment by the Board to the Benton County Law & Justice Council are (in alphabetical order):

Raymond Koefed
Salvador Mendoza
Rusty Morris
Robert Quay

For your reference, the completed volunteer applications of each of these applicants is attached to this memorandum.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING CITIZEN MEMBERS TO THE BENTON COUNTY LAW & JUSTICE COUNCIL:

WHEREAS, RCW 72.09.300 mandates that each county establish a Law & Justice Council with duties as set forth in said statute; and

WHEREAS, the Benton County Board of County Commissioners, by and through Resolution 00-427, did establish a Law & Justice Council for Benton County as mandated by RCW 72.09.300; and

WHEREAS, in addition to the members mandated by RCW 72.09.300, the Resolution 00-427 also requires that no less than three citizen members be appointed by the Board of Commissioners to serve on the Law & Justice Council; and

WHEREAS, the Benton County Law & Justice Council has undertaken a selection process by which it solicited interest in the citizen member openings, received applicants from interested citizens, and interviewed such applicants; and

WHEREAS, after undertaking the selection process as described, the Benton County Law & Justice Council recommends that the following citizen applicants be appointed to the Law & Justice Council for indefinite terms:

- Richard Koefed**
- Sal Mendoza**
- Rusty Morris**
- Robert Quay**

NOW THEREFORE,

BE IT RESOLVED, that the above listed persons shall be appointed to serve as citizen members of the Benton County Law & Justice Council as provided by Resolution 00-427.

Dated this day of, 2010

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
c:

BE IT FURTHER RESOLVED, that the term of service for the citizen members shall be indefinite, and shall be terminated only by further action of this Board, or such citizen member's resignation

Dated this day of, 2010

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
c:

0

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY SCOTT JOHNSON TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, Shawn Sant, an attorney who presently holds a contract to provide such indigent defense services has been elected Prosecutor in Franklin County and can no longer assume such duties; and

WHEREAS, after a request for qualifications process and interviews it has been determined that attorney Scott Johnson ("Attorney") is best qualified among the applicants to this newly vacated contract slot;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113SWJ001, be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113SWJ001**

THIS AGREEMENT is entered into by and between **Scott W Johnson**, attorney at law, Washington State Bar Association # **27839** ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **December 1, 2010**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **7135 W Hood Pl, Kennewick WA 99336** Attorney's current local office telephone and fax numbers are **(509) 374-1554** and **(509) 374-8124** respectively; and Attorney's current office/work e-mail address is **scott@mendozalawyers.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to

P

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY DAN ARNOLD TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County (“County”) is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Dan Arnold (“Attorney”) is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney’s services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113DMA001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113DMA001, be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113DMA001**

THIS AGREEMENT is entered into by and between **Daniel M Arnold** attorney at law, Washington State Bar Association # 10575 ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **421 Nicklaus Ct, Richland, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 628-8528** and **(509) 628-8528**, respectively; and Attorney's current office/work e-mail address is **Arnoldlaw@clear.net**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY SAM P SWANBERG TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County (“County”) is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Sam Swanberg (“Attorney”) is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney’s services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113SPS001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113SPS001, be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113SPS001**

THIS AGREEMENT is entered into by and between **Samuel P Swanberg**, attorney at law, Washington State Bar Association # 22352("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **7014 W Okanogan Pl, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 396-7087** and **(509) 736-1385** respectively; and Attorney's current office/work e-mail address is **2lawyers@owt.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

r

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY LARRY ZEIGLER TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County (“County”) is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Larry Zeigler (“Attorney”) is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney’s services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113LWZ001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113LWZ001, be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113LWZ001**

THIS AGREEMENT is entered into by and between **Larry W Zeigler**, attorney at law, Washington State Bar Association # **11595**("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **2839 W Kennewick Ave, Suite 341, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 734-1229** and **(509) 734-1423** respectively; and Attorney's current office/work e-mail address is **LWZ2197483@gmail.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-

S

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY SYLVIA T CORNISH TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County (“County”) is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Sylvia Cornish (“Attorney”) is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney’s services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113STC001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113STC001, be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113STC001**

THIS AGREEMENT is entered into by and between **Sylvia T Cornish** attorney at law, Washington State Bar Association # 21334 ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1030 N Center Parkway, Suite 101, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 737-0075** and **(509) 222-2223** respectively; and Attorney's current office/work e-mail address is **stcornish@gmail.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-

+

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY JOHN G METRO TO PROVIDE INDIGENT DEFENSE SERVICES IN
BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County (“County”) is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Gary Metro (“Attorney”) is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney’s services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113JGM001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113JGM001, be executed as presented.

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**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113JGM001**

THIS AGREEMENT is entered into by and between **John G Metro**, attorney at law, **dba Metro Law Office**, Washington State Bar Association # **37919**("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **30 W Main St, Suite 306, Walla Walla, WA 99362** Attorney's current local office telephone and fax numbers are **(509) 525-0780** and **(509) 525-2078** respectively; and Attorney's current office/work e-mail address is **metrolawfirm@yahoo.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to

u

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY SALVADOR MENDOZA TO PROVIDE INDIGENT DEFENSE SERVICES
IN BENTON COUNTY SUPERIOR COURT**

WHEREAS, Benton County ("County") is mandated by law to provide indigent defense services to persons who are facing criminal charges in Benton County Superior Court and who are unable to afford the cost of defense counsel; and

WHEREAS, attorney Salvador Mendoza ("Attorney") is presently subject to a professional services agreement to provide indigent defense services in Benton County Superior Court but said professional services agreement expires on December 31, 2010;

WHEREAS, County and Attorney mutually wish to continue contracting for Attorney's services in Benton County Superior Court and have agreed upon terms of such continuing services all of which are encompassed in the professional services agreement designated BCSC1113SM001 ;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCSC1113SM001, be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113SM001**

THIS AGREEMENT is entered into by and between **Sal Mendoza, Jr.** attorney at law, dba **Mendoza Law Office**, Washington State Bar Association # **27182** ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **7135 W Hood Pl, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 374-1554** and **(509) 374-8124** respectively; and Attorney's current office/work e-mail address is **sal@mendozalawyers.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12/6/10 Subject: Speaker Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

See attached Benton County Guest Speaker Contract between Connie Poulsen and Benton County. Ms. Poulsen conducted training for Benton County on November 9, 2010.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel/Risk Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GUEST SPEAKER AGREEMENT BETWEEN CONNIE POULSEN AND BENTON COUNTY FOR TRAINING.

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached guest speaker agreement for training provided to Benton County.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY GUEST SPEAKER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Department, and Connie Poulsen ("GUEST SPEAKER"), agree that the GUEST SPEAKER will furnish services for the COUNTY. It is understood and agreed that the GUEST SPEAKER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services, that GUEST SPEAKER understands and believes the services are being performed upon the following terms and conditions:

TITLE OF PRESENTATION: Creating a Respectful Workplace Training

FEE PER PRESENTATION: \$1000.00 **MAXIMUM COMPENSATION:** \$1000.00

DATE(S) OF PRESENTATION: November 9, 2010

DURATION OF CONTRACT: From November 9, 2010, but in any case not to exceed one year from date of execution.

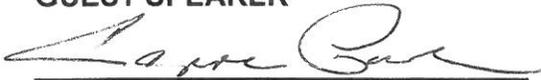
INDEPENDENT CONTRACTOR: The parties agree that GUEST SPEAKER is an independent contractor, and not an employee nor agent of Benton County. GUEST SPEAKER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that GUEST SPEAKER is an employee or agent of Benton County.

LIABILITY COVERAGE: The GUEST SPEAKER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the GUEST SPEAKER pursuant to this contract.

TERMINATION OF CONTRACT: The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: _____, 20____

GUEST SPEAKER



Guest Speaker's Signature

Connie Poulsen

Print name

403 Lakewood Dr

Mailing Address

Sequim WA 98382

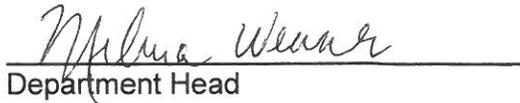
City, State & Zip (Print)

(360) 477-2559

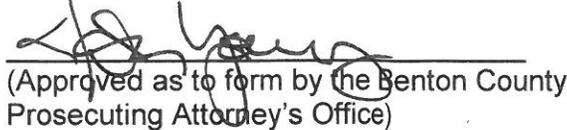
Day Phone

Home Phone

APPROVED FOR BENTON COUNTY


Department Head

Chairman of the Board of Benton County Commissioners


(Approved as to form by the Benton County
Prosecuting Attorney's Office)

All information must be completed for contract to be valid.

W

AGENDA ITEM MEETING DATE: December 6, 2010 SUBJECT Re-appointment of Ronnie Dean Burows to the Board of Adjustment MEMO DATE: December 1, 2010 Prepared By: Carel Hiatt Reviewed By: Michael E. Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other
--	--	---

BACKGROUND INFORMATION

Attached please find a letter from Ronnie Dean Burows indicating his desire to be re-appointed for another six-year term. Also attached is a copy of the resolution re-appointing him for another six-year term on the Board of Adjustment for Benton County that expired on December 31, 2010.

SUMMARY

Mr. Burows is from Commissioner District No. 1 and has indicated his willingness to serve another six-year term on the Board of Adjustment for Benton County. The resolution will need to be signed by the Board for this re-appointment.

RECOMMENDATION

It is the Planning Department's recommendation that the Board of County Commissioners sign the resolution re-appointing Mr. Burows to serve another six-year term on the Board of Adjustment for Benton County. Mr. Burows' current term expired on December 31, 2010.

FISCAL IMPACT

None.

MOTION

A motion will need to be made to have the Chairman of the Board re-appoint Mr. Burows to serve another six-year term on the Board of Adjustment for Benton County, which will expire on December 31, 2016.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF RONNIE DEAN BUROWS TO THE BOARD OF ADJUSTMENT

WHEREAS, the term of office on the Benton County Board of Adjustment for Ronnie Dean Burows will expire on December 31, 2010, and

WHEREAS, Mr. Burows has expressed his interest and willingness to serve another term in this capacity, NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of County Commissioners is directed to reappoint Mr. Burows to the Benton County Board of Adjustment for a six (6) year term, said term expiring December 31, 2016.

Dated this _____ day of _____ 2010

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....
Clerk of the Board

MES/ch

CC: Planning, Appointee, File



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	December 6, 2010	Execute Contract	<u> X </u>	Consent Agenda <u> X </u>
Subject:	Sheriff's Office Clerical CBA	Pass Resolution	<u> </u>	Public Hearing <u> </u>
Prepared by:	Sarah Perry	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
Reviewed by:		Pass Motion	<u> </u>	2nd Discussion <u> </u>
		Other	<u> </u>	Other <u> </u>

RECEIVED

DEC 01 2010

BENTON COUNTY
COMMISSIONERS

BACKGROUND INFORMATION

Before the Board for approval and signature is the 2010-2012 Sheriff's Office Clerical Employees Collective Bargaining Agreement, which has been previously discussed and the significant terms of which have been previously approved by the Board.

RECOMMENDATION

Approve and sign the 2010-2012 Sheriff's Office Clerical Employees Collective Bargaining Agreement.

MOTION

Move to approve and sign the 2010-2012 Sheriff's Office Clerical Employees Collective Bargaining Agreement

RESOLUTION

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

**IN THE MATTER OF 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN
BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING SHERIFF'S
OFFICE CLERICAL EMPLOYEES**

**WHEREAS, an Agreement has been reached between the Benton County bargaining team and Local
839 for the 2010-2010 Collective Bargaining Agreement;**

**WHEREAS, the Benton County Board of Commissioners has previously discussed and approved
the significant terms of the Agreement, NOW THEREFORE,**

BE IT RESOLVED that the Benton County Board of Commissioners approve the Agreement as
negotiated and are authorized to sign the same.

Dated this day of, 2010

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original: Teamsters Local 839; Sarah Perry; Commissioners
c: Sheriff Taylor, Personnel, Payroll

2010-2012 AGREEMENT

Between

BENTON COUNTY

and

TEAMSTERS LOCAL NO. 839

Representing the

SHERIFF'S OFFICE CLERICAL EMPLOYEES

Original: Local 839
Benton County Commissioners
PA's Office

c: Sheriff's Department
David Sparks
Personnel
Payroll

Return to:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

Y

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1944 VAC PROPOSED VACATION OF RIGHT OF WAY OF BOFER CANYON ROAD LOCATED IN SECTIONS 17, 20 AND 29, TOWNSHIP 7 NORTH, RANGE 29 EAST, WM;

WHEREAS, Resolution No. 10-642, dated October 25, 2010, scheduled a public hearing for November 29, 2010 to consider the request of Robert Barnwell and others to vacate the following described right of way within Benton County:

A strip of unimproved right of way lying Easterly of a line lying 40 feet Easterly of the existing centerline of Bofer Canyon Road from a point lying ½ mile South of Beck Road to the North line of Section 17, Township 7 North, Range 29 East, W.M., and

WHEREAS, the County Engineer reported the right of way was obtained in the form of deeded turnback from WSDOT as part of the I-82 construction, as a frontage road known as Bofer Canyon Road, as shown as the F2 LINE on SR 82 MP 113.64 TO MP 129.57 JCT SR 14 TO PLYMOUTH ROAD RIGHT OF WAY AND LIMITED ACCESS PLAN, Sheets 19 through 21 of 38, dated January 18, 1980 and filed as a deed under Benton County Auditor Fee Number 85-12358 on September 20, 1985 and also on Sheets 16 through 18 of 38, of the same titled plans dated Jan 18, 1980 and filed as a deed under Benton County Auditor Fee Number 87-5131 dated April 2, 1987; and

WHEREAS the right of way deeded to Benton County by the WSDOT is variable in width and is in excess of the right of way Benton County usually retains for roads, and

WHEREAS, Benton County Public Works completed a field review of the proposal, and

WHEREAS, Benton County Public Works have received written public comments from the following:

- 1) Frontier, formerly Verizon: Requested a 10-foot easements through all three sections wherever the vacation was proposed,
- 2) Benton PUD requested that a 15' utility easement be retained for an existing underground line, and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is existing county road right of way, being a portion of Bofer Canyon Road, which is a maintained Benton County road, and the right of way is variable in width;
3. The right of way is not the sole legal access to any separate parcel;
4. The vacation shall be subject to a utility easement that shall be retained as requested as follows:

That a 15 foot wide utility easement measured normally and radially to and adjacent a line 40 feet East of the centerline of Bofer Canyon Road, be retained as a utility easement, running parallel and southerly through 20, and 29, T 7 N, R 29 E, WM, and that no easement will be needed in Section 17, or any other portion not vacated;

5. After field review the County Engineer recommended that the public will be benefited by only a portion of the right of way being vacated and abandoned, and a portion of the right of way be retained, as it appears that the portion retained should be kept to preserve that portion of the right of way for the current County Road System and the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

A strip of existing road right of way of variable width, lying easterly of a line lying 40 east of the centerline of Bofer Canyon Road located in Section 29, T 7 N, R 29 E, WM, more particularly described as follows:

Beginning at the Southwest corner of Section 29, Township 7 North Range 29 East, WM; thence easterly along the south line of said Section 29 to the

centerline of the existing county road named Bofer Canyon Road, approximately 230 feet to the True Point of Beginning, said point shown on Washington State Department of Transportation plan sheet 21 of 60, titled SR 82, HORSE HEAVEN SUMMIT TO COFFIN ROAD, said point being calculated to be approximate F2 LINE STA 347+25 to a point of curvature; thence northerly along the existing centerline to F2 LINE STA 321+16.93 and the terminus of said line;

Containing 2.50 acres more or less; and

A strip of existing road right of way of variable width, lying easterly the following described line, said line lying east of the centerline of Bofer Canyon Road located in Sections 20 and 29, T 7 N, R 29 E, WM, more particularly described as follows:

Beginning at the Southwest corner of Section 29, Township 7 North Range 29 East, WM; thence easterly along the south line of said Section 29 to the centerline of the existing county road named Bofer Canyon Road, approximately 230 feet, said point shown on Washington State Department of Transportation plan sheet 21 of 60, titled SR 82, HORSE HEAVEN SUMMIT TO COFFIN ROAD, said point being calculated to be approximate F2 LINE STA 347+25 to a point of curvature; thence continuing along said south line a distance of 40 feet; thence northerly and perpendicular to the existing centerline to an equation station for the F2 LINE STA 313+22.24 P.C. and the True Point of Beginning; thence northerly continuing along the centerline of the F2 LINE to F2 STA 263+00, at this point the line widens from 40 feet east of the centerline to 50 feet east of the centerline; thence continuing northerly along the centerline 100 feet to F2 STA 262+00, said widening occurring due to the inlet end of a culvert, at this point the line narrows back to 40 feet east of the centerline; thence continuing northerly to F2 STA 241+00 and the terminus of said line;

NOTE: Copies of said plans are located at the office of the Benton County Engineer;

Containing 8.98 acres more or less; and

BE IT FURTHER RESOLVED that the following utility easement be retained described as follows:

That a 15 foot wide utility easement measured normally and radially to and adjacent a line 40 feet East of the centerline of Bofer Canyon Road, be retained as a utility easement, running parallel and southerly through 20, and 29, T 7 N, R 29 E, WM, and that no easement will be needed in Section 17, or any other portion not vacated;

Dated this _____ day of _____, 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:LSS

Z

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, A Law Enforcement Officer "Service Retirement" is considered to be the completion of an honorable career with an agency, and the beginning of the collection of retirement benefits, and does not include retirement for stress or psychological reasons, and

WHEREAS, the Benton County Sheriff has declared the personal sidearm of Sheriff Larry Taylor to be surplus, and

WHEREAS, the Personal Property Manager has determined that the personal sidearm is of no further use by any other county department or office; and,

WHEREAS, the personal sidearm has an estimated value of less than \$500; and,

WHEREAS, Washington State has recognized that their officers may purchase their sidearms and provides for Washington State Patrol Troopers to purchase said sidearms upon retirement through WAC 236-48-198 - indicating legislative intent that supports such a practice,

WHEREAS, it is the recommendation of the Personal Property Manager and the Benton County Sheriff that Sheriff Larry Taylor's sidearm has no further value to any county agency and should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Benton County Sheriff, Sheriff Larry Taylor's personal sidearm be made available to him upon his retirement in a private sale with a price determined by the Sheriff based upon, and considered to be, the fair market value of the sidearm.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by Lt. C. Vannoy

aa

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, A Law Enforcement Officer "Service Retirement" is considered to be the completion of an honorable career with an agency, and the beginning of the collection of retirement benefits, and does not include retirement for stress or psychological reasons, and

WHEREAS, the Benton County Sheriff has declared the personal sidearm of Under Sheriff Paul Hart to be surplus, and

WHEREAS, the Personal Property Manager has determined that the personal sidearm is of no further use by any other county department or office; and,

WHEREAS, the personal sidearm has an estimated value of less than \$500; and,

WHEREAS, Washington State has recognized that their officers may purchase their sidearms and provides for Washington State Patrol Troopers to purchase said sidearms upon retirement through WAC 236-48-198 - indicating legislative intent that supports such a practice,

WHEREAS, it is the recommendation of the Personal Property Manager and the Benton County Sheriff that Under Sheriff Paul Hart's sidearm has no further value to any county agency and should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Benton County Sheriff, Under Sheriff Paul Hart's personal sidearm be made available to him upon his retirement in a private sale with a price determined by the Sheriff based upon, and considered to be, the fair market value of the sidearm.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by Lt. C. Vannoy

bb

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, A Law Enforcement Officer "Service Retirement" is considered to be the completion of an honorable career with an agency, and the beginning of the collection of retirement benefits, and does not include retirement for stress or psychological reasons, and

WHEREAS, the Benton County Sheriff has declared the personal sidearm of Detective Shon Small to be surplus, and

WHEREAS, the Personal Property Manager has determined that the personal sidearm is of no further use by any other county department or office; and,

WHEREAS, the personal sidearm has an estimated value of less than \$500; and,

WHEREAS, Washington State has recognized that their officers may purchase their sidearms and provides for Washington State Patrol Troopers to purchase said sidearms upon retirement through WAC 236-48-198 - indicating legislative intent that supports such a practice,

WHEREAS, it is the recommendation of the Personal Property Manager and the Benton County Sheriff that Detective Shon Small's sidearm has no further value to any county agency and should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Benton County Sheriff, Detective Shon Small's personal sidearm be made available to him upon his retirement in a private sale with a price determined by the Sheriff based upon, and considered to be, the fair market value of the sidearm.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by Lt. C. Vannoy

9:05

**EXHIBIT LIST FOR BCC 3.26
Flood Damage Prevention Ord.**

Planning Commission Staff Memo Exhibit List			DATED
PCM 1 Includes:	PCM 1.1	Staff Report	November 2, 2010
	PCM 1.2	Public Hearing Notice	October 14, 2010
	PCM 1.3	Draft Ordinance amending BCC 3.26	
	PCM 1.4	Environmental Checklist	September 29, 2010
	PCM 1.5	Determination of Non Significance	September 30, 2010
	PCM 1.6	Comments from Dept. of Commerce	October 19, 2010
	PCM 1.7	Sunnyside Valley Irrigation District	September 30, 2010
	PCM 1.8	Fire Marshal	September 30, 2010

PCH 1	PCH 1.1	Letter from WDFW-Mark Teske	November 9, 2010
--------------	---------	-----------------------------	------------------

Board of County Commissioners Exhibit List			
CCM 1 Includes:	CCM 1.1	Planning Commission Findings of Fact	November 9, 2010
	CCM 1.2	Board of County Commissioners Agenda Sheet	November 30, 2010

CCH 1 Includes:	CCH 1.1		
	CCH 1.2		
	CCH 1.3		

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

**PCR = Planning Commission Record Exhibits
PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing**

**CCR = County Commissioner Record Exhibits
CCM = County Commissioner Memo Exhibits
CCH = Exhibits submitted during Hearing**

<p>AGENDA ITEM MTG. DATE: December 6, 2010 SUBJECT: Ordinance amending Title 3.26 Memo Date: November 30, 2010 Prepared By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION</u> <u>NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion</p>	<p>Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Public Workshop</p>
---	---	--

BACKGROUND INFORMATION

Ted Olson for the Washington State Department of Ecology recently reviewed our Flood Damage Prevention Code and had some suggested updates needed for our code to ensure it is in compliance with the Federal Emergency Management Agency requirements. On November 9, 2010, the Benton County Planning Commission conducted public hearings on a draft ordinance that would amend Chapter 3.26 (Flood Damage Prevention Ordinance) of the Benton County Code. The Planning Commission, after conducting the public hearing, recommended approval of the proposed ordinance. The proposed ordinance has been reviewed under the State Environmental Policy Act and a Determination of Non-Significance was issued on September 30, 2010.

The Board of County Commissioner’s will hold a public meeting on December 6, 2010 at 9:05 a.m. to discuss the proposed changes. This action is to review the record prepared by the Planning Commission and discuss the attached draft ordinance. After review of the information, the Board can adopt the ordinance as recommended, adopt with changes or reject the proposed ordinance.

RECOMMENDATION

The Planning Department recommends that the Board review the attached draft ordinance and the record and findings of the Planning Commission. Based on the public hearing and findings, the Planning Commission recommends approval of the proposed ordinance.

FISCAL IMPACT

None

MOTION

At the conclusion of the workshop, the Board will need to make a motion adopting the Planning Commission Findings of Fact as their own, approving the resolution and adopting the ordinance amending to BCC 3.26.

BENTON COUNTY PLANNING COMMISSION
Reasons for Action, Findings of Fact and Analysis
of Factors Considered Controlling

I. INTRODUCTION

In the Matter of: County Planning, Relating to the flood damage prevention Ordinance amendment to BCC 3.26 An ordinance relating to flood damage prevention, amending Ordinance 471, Section 1, and BCC 3.26.040; amending Ordinance 471, Section 2, Ordinance 376, Section 5, and BCC 3.26.080; amending Ordinance 208, Section 14, Ordinance 376, Section 8 and BCC 3.26.140; amending Ordinance 471, Section 3, Ordinance 208, Section 15, and BCC 3.26.150; and adding one new section to Chapter 3.26 BCC.

The following Planning Commission members were in attendance: Martin Sheeran, Lloyd Coughlin, Mark Reis, James Willard and James Wetzel. All persons desiring to speak for or against, or in relation to the proposed ordinance(s) and amendment(s) were given full and complete opportunity to be heard. The Planning Commission is now satisfied that this matter has been sufficiently considered.

Therefore, the Benton County Planning Commission hereby makes and enters the following:

- A. Legal notification was given on October 28, 2010. The public hearing was conducted on November 9, 2010.
- B. The proposed ordinance(s) and amendment(s) is found to be in conformance with the intent of the Benton County Comprehensive Plan.
- C. Written and oral testimony have indicated the following concerning the proposed ordinance(s) and amendment(s): Neither
- D. The record and testimony **does** establish the need for the proposed ordinance(s) and amendment(s) as it was required by the Dept. of Ecology for FEMA Compliance and that it would be in the best interest of the public to require the first floor elevation to be elevated to one foot or more above base flood elevation.
- E. S.E.P.A. - The Planning Commission has determined that ordinance amendments meet the requirements of the State Environmental Policy Act as a Determination of Non Significance was issued on September 30, 2010.
- G. The record indicates the approval of the proposed ordinance(s) and amendment(s) would be in the public interest.

- H. The Planning Commission has received a staff memo that includes the record of the Planning Commission, various issues, findings and information and agrees with the information found in the staff memo.

MOTION

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through it's Vice Chairman as authorized by motion of the Planning Commission, adopts these findings and conclusions and that such ordinance amendment is hereby recommended for approval with such recommendation to be forwarded to the Board of County Commissioners.

THESE FINDINGS and decision are presented as true and complete this 9th day of November 2010.



MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

9:15

AGENDA ITEM MTG. DATE: December 6, 2010 SUBJECT Ord. Amend to BCC 16.10.080 Memo Date: Nov. 30, 2010 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution Pass Ordinance X Pass Motion X Other	Consent Agenda Public Mtg X 1st Discussion 2nd Discussion Other
---	---	--

BACKGROUND INFORMATION

In December 1998, the Benton County Commissioners adopted an Ordinance, which was titled "Interim Growth Management Regulations", that provided for overlay densities in unincorporated Benton County outside of the Interim Urban Growth Areas. The ordinance amended Title 16 of the Benton County Code and adopted the densities proposed in the new comprehensive plan. The ordinance also provides for exemption from the density requirements for areas where the surrounding parcels already have a greater density than allowed in the comprehensive plan. On December 10, 2009, the Board of County Commissioners extended the effective date until December 21, 2010. The Planning Department is proposing to extend the effective date until December 21, 2011.

The Planning Commission at their meeting on November 9, 2010 reviewed the proposed ordinance and recommended approval to the Board of County Commissioners. Attached to this memo is a copy of the proposed amendment and the Planning Commission's Findings of Fact.

SUMMARY

This amendment will extend the effective date of Ordinance 472 "Interim Growth Management Regulations" until December 21, 2011.

RECOMMENDATION

It is the recommendation of the Planning Department and Planning Commission that the Board of County Commissioners adopts the Planning Commission's Findings of Fact as their own and makes a motion to approve the ordinance amendment.

FISCAL IMPACT

None

MOTION

At the conclusion of the public meeting, the Board will need to make a motion adopting the Planning Commission Findings of Fact as your own and approving the resolution and adopting the ordinance amendment to BCC 16.10.080.

BENTON COUNTY PLANNING COMMISSION
Reasons for Action, Findings of Fact and Analysis
of Factors Considered Controlling

I. INTRODUCTION

In the Matter of: County Planning, amending Ordinance 443, BCC 16.10.080

Pursuant to Chapter 36.70 RCW, the Benton County Planning Commission has held a public hearing on November 1, 2010 for the purpose of hearing testimony for and against and considering adoption of an ordinance amendment to Ordinance 443, BCC 16.10.080 to extend the effective date until December 21, 2011.

The members of the Planning Commission and their attendance for the afore-mentioned hearing are as follows: Martin Sheeran, Mark Reis, Lloyd Coughlin, and James Wetzel.

All persons desiring to speak for or against, or in relation to the amendment were given full and complete opportunity to be heard. The Planning Commission is now satisfied that this matter has been sufficiently considered. Therefore, the Benton County Planning Commission hereby makes and enters the following:

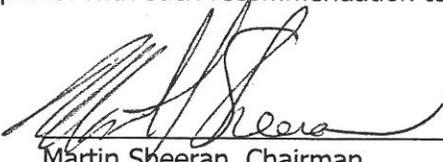
II. FINDINGS OF FACT

- A. Legal notification was given on October 28, 2010. The public hearing was conducted on November 9, 2010.
- B. The proposed amendment is found to be in conformance with the intent of the Benton County Comprehensive Plan. **Yes**
- C. Written and oral testimony have indicated the following concerning the proposed amendment:
Neither
- D. The Planning Commission finds the proposed amendment to be of the same character as and in general keeping with existing uses authorized in such zone. N/A
- E. A majority of the Planning Commission felt that the record and testimony **did** establish the need for the proposed amendment to maintain consistency with the Comprehensive Plan and state law.
- F. A majority of the Planning Commission indicated that the approval of the proposed amendment would be in the public interest. **YES**

III. ANALYSIS OF FACTORS CONSIDERED CONTROLLING

The Benton County Planning Commission considers all Findings of Fact heretofore entered to be controlling.
YES

IV. THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through it's Vice Chairman as authorized by motion of the Planning Commission, adopts these findings and conclusions and that such ordinance amendment is hereby recommended for approval with such recommendation to be forwarded to the Board of County Commissioners.


Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

11/9/2010
Date

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

DATE: November 1, 2010

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY PLANNING DEPARTMENT

RE: ORDINANCE AMENDMENT TO ORD. 472, EXTENDING THE EFFECTIVE DATE

BACKGROUND:

In December 1998, the Benton County Commissioners adopted Ordinance 345, which was titled "Interim Growth Management Regulations", that provided for overlay densities in unincorporated Benton County outside of the Interim Urban Growth Areas. Ordinance 345 amended Title 16 of the Benton County Code and adopted the densities proposed in the new comprehensive plan. The ordinance also provides for exemption from the density requirements for areas where the surrounding parcels already have a greater density than allowed in the comprehensive plan. On November 2, 2009, the Board of County Commissioners extended the effective date until December 21, 2010. The Planning Department is proposing to extend the effective date until December 21, 2011. The new zoning ordinance should be in place by that date.

SUMMARY:

This action is to review and discuss the attached draft ordinance and conduct a public hearing on the proposed ordinance.

RECOMMENDATION:

The Benton County Planning Department recommends that the planning commission review the proposed ordinance, conduct the public hearing, take testimony and make a recommendation to the Board of County Commissioners to extend the effective date until December 21, 2011.

ORDINANCE NO. _____

AN ORDINANCE relating to interim management regulations; amending Ordinance 472, Section 1 and BCC 16.10.080.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 472, Section 1 and BCC 16.10.080 are hereby amended to read as follows:

SUNSET CLAUSE. This ordinance shall be effective until December 21, ((2010)) 2011 unless permanently adopted after public hearing or renewed for an additional period by action of the Benton County Board of Commissioners.

SECTION 2. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

9:20

**EXECUTIVE SESSION
POTENTIAL LITIGATION**

R Brown / S Hallstrom

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

9:50
David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

December 6, 2010

Anchor QEA
Attn. Ben Floyd
1060 Jadwin Avenue, Suite 275
Richland, WA 99352

Dear Ben:

This is in regard to your request for review and comment by December 10 on the draft decision document summarizing the proposed Integrated Plan. Section 1.0 of the draft decision document states: "By approving this decision document the Workgroup also supports the Integrated Plan implementation. Non-federal organizations represented on the Workgroup will collaboratively work together to support the Integrated Plan as it moves forward through the legislative process".

We realize a majority of the Workgroup appears to support the proposed Integrated Plan presented in the draft decision document. While we are most supportive of the Integrated Plan concept, we are hesitant to comment on the text of the draft decision document because by so doing it seems to imply approval of the Integrated Plan as outlined therein.

Consequently, the attached is an attempt to summarize our concerns with the proposed Integrated Plan. There has been considerable pressure on all of the Workgroup representatives to reach consensus at, we believe, the expense of leaving some water needs, water supply, and critical water resource issues unaddressed and unresolved. This should not be the case with an Integrated Plan for the Yakima River basin anticipated to cost billions of dollars. It is still our hope the Workgroup will be able to come to a point where they can collectively

Anchor QEA
December 1, 2010
Page Two

say “we have developed an Integrated Plan that is complete and provides reasonable assurance that the water needs and water supply issues of the past and those of the future are fully addressed to the best of our ability”.

Thank you for your consideration.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

Attachment

Attachment to Letter to Ben Floyd In Regard to the Draft Decision Document

1. Evolution of the Water Supply Component of the Proposed Integrated Plan

1.1. Constraint on the Scope of Water Supplies

The scope of potential water supply alternatives has been constrained to only those projects utilizing Yakima River basin (in-basin) water supplies. This was done unilaterally, without discussion by Ecology and Reclamation as a result of the Yakama Nations representative's objection to consideration of the merits of out-of-basin water supplies such as from the Columbia River. Never-the-less, Columbia River water is being successfully used in the Umatilla River basin in a Reclamation developed water exchange project to sustain irrigated agriculture and salmon and steelhead, and Columbia River water is proposed for use in the Walla Walla River basin for a similar water exchange project being promoted by Ecology and the Corps of Engineers. In the Odessa area of the Columbia Basin Project Ecology and Reclamation are proposing Columbia River diversions to replace a diminishing groundwater supply. The irony of this constraint in the Yakima River basin is that the proposed Integrated Plan now under consideration includes the potential use of Columbia River water in the future if a major water supply project of the Integrated Plan is not authorized and implemented.

1.2. Lack of Comparative Evaluation of Alternatives

The decision by Ecology and Reclamation constraining consideration of water supply projects to only that using in-basin water has resulted in the lack of any comparative evaluation of alternatives plans. This decision also precludes the opportunity to assess the merits of phasing the proposed Integrated Plan water supply projects in contrast to development of a water supply project(s) fully capable of meeting present and future water needs. Also is the matter of being able to obtain funding at a later date to firm up the water supply in view of the significant State and Federal investments which would have been previously incurred to implement the proposed Integrated Plan.

2. Completeness and "End Point" of the Proposed Integrated Plan

The proposed Integrated Plan does not provide reasonable assurance of completeness and an "end-point" to the water issues which have plagued the Yakima River basin for decades.

2.1. Instream Flows

The focus of instream flow needs and supply was on the tributaries and the upper 100 miles of the Yakima River above the Parker gage. With the proposed Integrated Plan

there is no increase in the April-September flow regime in the lower 100 miles of the Yakima River with the exception of a dry-year spring flushing flow of 15,000 to 20,000 acre-feet over a 48-hour period. In all other years, the flow past the Parker gage to the lower Yakima River through which all Yakima River basin salmon and steelhead must migrate is the same as currently, or possibly less if the proposal that all saved water from implementation of water conservation measures in the 100,000 acre Wapato Irrigation Project can be used for developing additional irrigated lands. Consequently, there is no reasonable assurance the Yakima River basin will not still be faced with the issues of water for fish and agriculture with the fish and its time immemorial Tribal fishery treaty right subordinating agriculture. In addition, is the unknown of the yet to be completed Biological Opinion concerning the operation of the Yakima Project and the threatened and endangered fisheries of the Yakima River basin. Neither of these critical issues has been discussed by the Workgroup.

2.2. Groundwater Withdrawals

Preliminary information provided by U.S.G.S. representatives from their groundwater study (yet to be publically released) reinforces the matter of the connectivity of the surface and groundwater supplies of the Yakima River basin. The use of groundwater, which for the most part is junior to instream and out-of-stream surface uses, are impacting these senior water rights. While the proposed Integrated Plan does include a surface water supply for future municipal and domestic needs there has been little discussion of the connectivity issues, the impacts, and the need for conjunctive water management of these resources.

2.3. Climate Change

The affects of a moderately adverse change in climatic conditions is projected to result in reduced summer flows and an increased need for stored water. There will be more years when there will be less than a full water supply available, and the proposed Integrated Plan cannot meet the 70% proratable irrigation water supply criteria in dry years and instream flows will be less than the flow objectives.

3. Economic and Financial Considerations

Ecology and Reclamation have stated that a monetary benefit and cost analysis will be conducted by Reclamation of the components of the Integrated Plan that are to be federally funded. The purpose of this analysis is to determine if there is economic justification for funding pursuant to criteria applicable to federal water resource projects. The components to be federally funded and their economic justification have yet to be determined.

We are being asked to approve an Integrated Plan of which there is no information regarding the allocation of the project costs, a repayment analysis, nor a financial plan for implementation. A cost allocation assigns costs to the project purposes some of which are reimbursable to be paid by the project beneficiaries and others which are nonreimbursable. A repayment analysis assesses the capability of water users to repay the reimbursable water supply costs within the prescribed period. A financial plan would address Federal and non-Federal funding for implementing an Integrated Plan requiring an investment of \$3.5 to \$5.9 billion. How can we possibly be expected to make a decision on the acceptability of the proposed Integrated Plan without the foregoing information?