

*November 15,
2010*

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

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

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

Absent: Chairman James Beaver – attending ECA Conference

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kely; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Planning Manager Mike Shuttleworth; Human Services Administrator Ed Thornbrugh; Steve Becken, Public Works; Nick Kooiker, Treasurer's Office; DPA Ryan Brown; Marianne Ophardt, WSU; RJ Lott, Planning.

Workshop Agenda

NACO Report

Commissioner Bowman reported on the NACO conference in Ft. Worth and his attendance at a meeting with BNSF at their headquarters. He said that every major Class 1 railroad was in attendance and they started dialogue about the issues and frustrations they all experienced and would be working on building a relationship between the railroad and other government agencies.

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

Approval of Minutes

The Minutes of November 1, 2010 were approved.

The Minutes of November 2, 2010 were approved.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items "a" through "c". Chairman Pro Tem Bowman seconded and upon vote, the Board approved the following:

District Court

- a. Contract w/Washington Collectors for Collections Services

Human Services

- b. Line Item Transfer, Fund No. 0108-101, Dept. 504

Public Works

- c. Service Contract w/Leslie & Campbell, Inc. for Roof Repair/Replacement

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

WSU

Marianne Ophardt and Lizann Powers-Hammond updated the Board on the following programs:

- Food Sense
- Master Food Preservers
- General Nutrition & Food Safety Education

Additionally, Ms. Ophardt said they had completed their interviews for the Animal Science Livestock communicator, had made two recommendations, and were waiting to hear from the Dean of College to make a final selection.

The Board recessed, reconvening at 9:20 a.m.

Public Hearing – Short Plat Vacation – SPV 10-08

R.J. Lott said the Planning Department received a request to vacate a 20-foot access easement and that based upon the information received, the Planning staff recommended approval of the vacation.

Public Testimony

Charles Manrey asked about property to the east and if the map was accurate. Mr. Lott replied that the map was correct.

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

MOTION: Commissioner Benitz moved to approve the vacation of the 20-foot access easement for lots 3 and 4 located on the south 5 feet of lot 3 and the north 15 feet of lot 4 of Short Plat 1915 of Section 32, Township North, Range 27 East, W.M. and that the words “and 3 & 4” be removed from note #1. Chairman Pro Tem Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:25 a.m.

Public Hearing – Short Plat Vacation – SPV 10-09

R.J. Lott reviewed the proposed short plat vacation and said his office recommended vacation in conjunction with the recording of documentation eliminating the waterline easement recorded under AF 96-6339.

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

MOTION: Commissioner Benitz moved to approve the vacation of the 5-foot waterline easement located within Lot 2 of Short Plat 3264 in the Southwest Quarter of Section 20, Township 9 North, Range 27 East, W.M., conditioned on the applicant vacating the 5-foot waterline easement under AF 96-6339, the applicant providing a copy of the recorded document, and it being approved and recorded within one year of the date of this approval or it be considered null and void. Chairman Pro Tem Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:30 a.m.

Public Hearing – Short Plat Appeal, SPPA 10-03

Mike Shuttleworth requested the public hearing be continued to November 15, 2010 at 9:35 a.m. to allow time to give adequate notice to other adjoining property owners.

The Board continued the public hearing to 9:35 a.m. on Monday, November 15, 2010.

Unscheduled Visitors

Dan Deckert, Benton City, said the County had a serious lack of code enforcement in the county and there seemed to be a problem getting issues handled in a reasonable timeline. Additionally, he said there did not appear to be any repercussions for repeat offenders. He said the junk yard issues were out of control and he believed the county should form a code enforcement board or hearings officer to handle these issues and make some kind of change to the system.

Catherine Flores, N. River Road, said that one code enforcement officer had to take care of 52,000 homes. She provided pictures of junkyards in her area and asked if it was possible to put these complaints on the land and not the owner.

Fredric Hopkins, N. River Road area, said the system was being abused and the Commissioners were not doing anything about it and they were tired of it.

Sonny Flores asked how people could put trailers on land with one septic for 30 people.

Commissioner Bowman said if the Health Department wasn't informed, they would not know about it. He thanked everyone for coming and said the Board would review the matter.

Vouchers

Check Date: 11/05/2010
Warrant #: 21904-22122
Total all funds: \$1,654,463.69

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

Resolutions

- 10-662 Contract w/Washington Collectors for Collections Services
- 10-663 Line Item Transfer, Fund No. 0108-101, Dept. 504
- 10-664 Service Contract w/Leslie & Campbell, Inc. for Roof Repair/Replacement
- 10-665 Approval of Short Plat Vacation – SPV 10-08

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

Clerk of the Board

Chairman

Q

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	15-November-2010	Execute Contract	<input type="checkbox"/>
Subject:	Expansion of storage are network	Pass Resolution	<input checked="" type="checkbox"/>
		Pass Ordinance	<input type="checkbox"/>
		Pass Motion	<input type="checkbox"/>
Prepared By:	J. Randall Reid	Other	<input type="checkbox"/>
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1 st Discussion	<input type="checkbox"/>
		2 nd Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

BACKGROUND INFORMATION

In 2009, the EMC storage area network (SAN) originally purchased in 2004 was replaced with a pair of Dell EqualLogic PS5000E systems with a raw storage capacity of 16TB each. These systems have been put into service for the purpose of shared storage and to move to a disk-to-disk backup and recovery strategy. The storage space overhead required to implement an effective backup and recovery strategy has been higher than anticipated. We propose to expand the SAN by adding a Dell EqualLogic PS6000E with a raw storage capacity of 32TB. The EqualLogic system allows us to mix and match the PS series units. The new unit will be installed at the Courthouse and the PS5000E currently located at the Courthouse will be moved to the Justice Center. This will double the raw capacity of the countywide SAN.

SUMMARY

The attached resolution authorizes purchase of a PS6000E to expand the existing SAN to accommodate effective backup and recovery, as well as, future growth.

RECOMMENDATION

1ST Pass resolution

2nd

FISCAL IMPACT

None. Funding available through the Computer Replacement Fund.

MOTION

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND BENTON-FRANKLIN HUMAN SERVICES

WHEREAS, Benton-Franklin Human Services provides administrative services to operate public mental health, substance abuse, and developmental disabilities services for Benton and Franklin counties; and

WHEREAS, Human Services' lease for its current facility has expired and there is a desire to reduce its facilities expenses and use such savings to help pay for administrative and program services; and

WHEREAS, Benton County owns available building space within the Benton County Health District building and Human Services is willing to lease a portion of the building; and

WHEREAS, the Board of Benton County Commissioners wishes to enter into a lease agreement with the Benton-Franklin Human Services; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the lease agreement attached hereto between Benton County and Benton-Franklin Human Services.

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

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
OPERATING BUDGET FUND NUMBER 0124-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

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BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Dept Nbr:
 Fund Name: Fund Nbr:

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400	3164	Tables & Chairs	\$5,200	575.400	3501	Small Item-Equipment	\$5,200
TOTAL			\$5,200	TOTAL			\$5,200

Explanation:

Transferring money in order to purchase portable stages and coat racks. These items fall under small item equipment due to their value and the desire to have these items inventoried.

Prepared by: Date:

Approved Denied Date: _____

Chairman

Member

Member

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**



AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/11-MHPIHP-NECC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Maria Loera		

BACKGROUND INFORMATION

The Department of Human Services would like to amend the Agreement contract with Nueva Esperanza Counseling Center for eight (8) crisis stabilization beds. This Amendment would extend the Agreement #09/11-MHPIHP-NECC-00 by twelve (12) months.

SUMMARY

Award: The consideration methodology is unchanged
Period: October 1, 2010 to September 30, 2011
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed Amendment.
- Approve the proposed Amendment by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-MHPIHP-NECC-01 with Nueva Esperanza Counseling Center and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-MHPIHP-NECC-01 TO PROVIDE CRISIS STABILIZATION BEDS BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND NUEVA ESPERANZA COUNSELING CENTER

WHEREAS, the purpose of this Amendment is to extend Agreement #09/11-MHPIHP-NECC-00 by twelve (12) months. The Agreement provides eight (8) crisis stabilization beds within the Benton and Franklin County service area, for Medicaid or Non-Medicaid enrolled individuals who are 18 years of age or older and meet the criteria for chronically and acutely mentally ill. Length of stay shall be no longer than fourteen (14) days, unless an exception is granted by the counties; and

WHEREAS, the consideration methodology is unchanged; and

WHEREAS, the Amendment is effective October 1, 2010 and remains effective until September 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER 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, Amendment #09/11-MHPIHP-NECC-01.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

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AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/11-MH- NONPIHP-NECC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Maria Loera		

BACKGROUND INFORMATION

The Department of Human Services would like to amend the Agreement with Nueva Esperanza Counseling Center for eight (8) crisis stabilization beds. This Amendment would extend Agreement #09-11-MH-NONPIHP-NECC-00 by twelve (12) months.

SUMMARY

Award: The consideration methodology is unchanged
Period: October 1, 2010 to September 30, 2010
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed Amendment.
- Approve the proposed Amendment by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/11-MH-NONPIHP-NECC-01 with Nueva Esperanza Counseling Center and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-MH-NONPIHP-NECC-01 TO PROVIDE CRISIS STABILIZATION BEDS BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND NUEVA ESPERANZA COUNSELING CENTER

WHEREAS, the purpose of this Amendment is to extend Agreement #09/11-MH-NONPIHP-NECC-00 by twelve (12) months. The Agreement provides eight (8) crisis stabilization beds within the Benton and Franklin County service area, for Medicaid or Non-Medicaid enrolled individuals who are 18 years of age or older and meet the criteria for chronically and acutely mentally ill. Length of stay shall be no longer than fourteen (14) days, unless an exception is granted by the counties; and

WHEREAS, the consideration methodology is unchanged; and

WHEREAS, the Agreement is effective October 1, 2010 and remains effective until September 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER 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 #09/11-MH-NONPIHP-NECC-01.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

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AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/09-DIV-NECC-04	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Maria Loera		

BACKGROUND INFORMATION

The Department of Human Services would like to amend the Agreement with Nueva Esperanza Counseling Center for eight (8) crisis stabilization beds. This Amendment would extend Agreement #09/09-DIV-NECC by twelve (12) months.

SUMMARY

Award: The consideration methodology is unchanged
Period: October 1, 2010 to September 30, 2011
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed Amendment.
- Approve the proposed Amendment by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/09-DIV-NECC-04 with Nueva Esperanza Counseling Center and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/09-DIV-NECC-04 TO PROVIDE CRISIS STABILIZATION BEDS BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND NUEVA ESPERANZA COUNSELING CENTER

WHEREAS, the purpose of this Amendment is to extend Agreement #09/09-DIV-NECC by twelve (12) months. The Agreement provides eight (8) crisis stabilization beds within the Benton and Franklin County service area, for Medicaid or Non-Medicaid enrolled individuals who are 18 years of age or older and meet the criteria for chronically and acutely mentally ill. Length of stay shall be no longer than fourteen (14) days, unless an exception is granted by the counties; and

WHEREAS, the consideration methodology is unchanged; and

WHEREAS, the Amendment is effective October 1, 2010 and remains effective until September 30, 2011, **NOW THEREFORE**,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER 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, Amendment #09/09-DIV-NECC-04.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATION TO LOURDES COUNSELING CENTER FOR SERVICES PROVIDED FOR THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM FOR THE BENTON-FRANKLIN DEPARTMENT OF HUMAN SERVICES, FUND 0108.101;

WHEREAS, the Benton-Franklin Department of Human Services had a contract with Lourdes Counseling Center to provide Residential Substance Abuse Treatment, Agreement #09/10-RSAT-LCC-00, which expired on June 30, 2010; and

WHEREAS, the Benton-Franklin Department of Human Services has contracted with the State of Washington Department of Social and Health Services (DSHS) to continue funding for Residential Substance Abuse Treatment from July 1, 2010 through June 30, 2011 per Resolution 10-653, and

WHEREAS, the contract with Lourdes Counseling Center is presently being processed, Agreement #10/11-RSAT-LCC-00 from June 1, 2010 through June 30, 2011, and,

WHEREAS, Lourdes Counseling Center has been providing services and is anticipated to continue to provide services until the time a signed contract is completed; and,

WHEREAS, the Benton-Franklin Department of Human Services recommends authorizing payment to Lourdes Counseling Center for services provided from July 1, 2010 until the time a contract is completed and signed; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby recommends and approves compensation to Lourdes Counseling Center for the Residential Substance Abuse Treatment (RSAT) program from July 1, 2010 until the contract is completed and signed, not to exceed June 30, 2011.

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

h

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF COMPENSATION TO KNOWLEDGE COUNSELING SERVICES FOR COORDINATION AND ADMINISTRATION OF A TWO-COUNTY PREVENTION PROGRAM DURING THE CONTRACT PROCESSING INTERIM FOR THE BENTON-FRANKLIN DEPARTMENT OF HUMAN SERVICES FUND 0108.101;

WHEREAS, the Benton-Franklin Department of Human Services has contracted with the State of Washington Department of Social and Health Services (DSHS) to provide Coordination of Prevention Services for the period July 1, 2010 through June 30, 2011, Benton County Resolution 10-516 and Franklin County Resolution 2010-251; and

WHEREAS, the Benton-Franklin Department of Human Services is presently processing a contract with Knowledge Counseling Services, Agreement #10/11-PREV-KCS-00, to coordinate and administer a two-county prevention program for the period July 1, 2010 through June 30, 2011; and

WHEREAS, the Benton-Franklin Department of Human Services and Knowledge Counseling Services want to begin implementation of the prevention program coordination; and

WHEREAS, the Benton-Franklin Department of Human Services seeks Board approval to compensate Knowledge Counseling Services for the coordination and administration of a prevention program during the contract processing interim, not to exceed June 30, 2011, NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County and Franklin County Commissioners, that compensation to Knowledge Counseling Services for the coordination and administration of a two-county prevention program shall be approved for the Benton-Franklin Department of Human Services, Fund 0108.101 during the contract processing interim; and

BE IT FURTHER RESOLVED, that the term of the compensation shall be for the period July 1, 2010 and shall not exceed June 30, 2011.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

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Salary Request Statement

Human Services

j

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A UNIFORM METHOD OF ENFORCING INDIGENT DEFENSE PROFESSIONAL SERVICES AGREEMENTS AND DELEGATING AUTHORITY TO THE INDIGENT DEFENSE COORDINATOR TO EXECUTE AND DELIVER NONCOMPLIANCE NOTICES.

WHEREAS, Benton County presently contracts with numerous attorneys to provide indigent defense services to indigent defendants and other persons qualified by law;

WHEREAS, the Office of Public Defense, as managed by the Indigent Defense Coordinator, has responsibility for contract oversight of these indigent defense contracts;

WHEREAS; the Office of Public Defense, as managed by the Indigent Defense Coordinator, desires to strictly enforce many critical provisions of such indigent defense contracts so as to protect the legal interests of Benton County, and the rights of those represented;

WHEREAS; in the case where an attorney is in breach of an agreement and Benton County therefore desires to terminate the agreement for cause, such agreements require Benton County to provide notice of intent, in writing, of intent to terminate the agreement, together with the opportunity to cure the breach within a set time (presently ten (10) days on outstanding agreements) after which, if the breach remains uncured, the agreement may be terminated without notice;

WHEREAS; presently only the Board of County Commissioners has the authority to send such written notices of breach;

WHEREAS; the Indigent Defense Coordinator wishes to be granted authority to send such written notices of breach so as to have the ability to be more responsive to non-compliance issues, enforce compliance in a more expedient manner and protect the legal interests of Benton County and the rights of those represented, and the Board of County Commissioners wishes to delegate such authority;

NOW THEREFORE, BE IT RESOLVED THAT contract compliance, for any professional service agreements overseen by the Office of Public Defense, shall be effectuated in the following manner:

Procedures

The procedures outlined herein apply to the following contract provisions: 1) annual relicensing for both contract attorneys and contract investigators; 2) all required insurance policies; 3) mandatory CLE requirements for contract attorneys. These contract provisions shall be collectively referenced as "Critical Contract Provisions."

1. Contractors shall provide written proof, as more specifically provided in their professional services agreements, of compliance with all Critical Contract Provisions within timeframes specified therein. Written proof may be sent electronically (preferred method) or by courier/mail.
2. Failure to provide proof of compliance with Critical Contract Provisions as required by applicable professional services agreements, shall constitute a presumption that the contractor in question has not complied with the provision.

3. When BFOPD has determined that a contractor has failed to comply with a Critical Contract Provision, then notice will be immediately provided to that contractor by way of the most recent email address that the contractor has on file.
4. In the case of failure to comply with an insurance related provision, the notice specified in paragraph 3 shall provide the contractor with ten(10) calendar days to provide written proof of compliance.
5. In the case of failure to comply with any other Critical Contract Provision, the notice specified in paragraph 3 shall provide the contractor with thirty(30) calendar days to provide written proof of compliance.
6. Upon the expiration of ten or thirty days, whichever the case may be, if written proof of compliance has not been received by BFOPD, then BFOPD shall prepare formal written notice of noncompliance as provided for in the relevant professional services agreement, and the Indigent Defense Coordinator shall have the authority to execute and deliver such formal written notice on behalf of the Board of Commissioners. Such notice shall state that if the noncompliance is not cured within timeframes provided for in the relevant professional services agreement, then the agreement may be terminated without further notice. This written notice shall be served on the contractor in the method and manner specified in the agreement.
7. Formal written notices of noncompliance may be taken into consideration by BFOPD and any other entities or persons involved, when making decisions about contract renewal. Email notices pursuant to paragraph 3, shall not be considered when making decisions about contract renewal unless contractor has a pattern of receiving such notices (defined as receiving 2 or more notices within a year's period).
8. Final termination of any professional services agreement shall only be made by resolution of the Board of Commissioners.

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

RESOLUTION

K

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113EVR001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113EVR001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113EVR001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113EVR001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113EVR001, designated as BCDC1113EVR001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113EVR001
Between
Benton County and attorney Elisa V Riley
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113EVR001 (“Agreement”), between Benton County (“County”) and attorney Elisa V Riley (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113EVR001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113EVR001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:
BENTON COUNTY

Date _____

Date 10/9/2010

Chairman of the Board

[Handwritten Signature]

Attorney

Approved as to form and content:

[Handwritten Signature]

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113RGH001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113RGH001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113RGH001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113RGH001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113RGH001, designated as BCDC1113RGH001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113RGH001
Between
Benton County and attorney Raymond G Hui
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113RGH001 (“Agreement”), between Benton County (“County”) and attorney Raymond G Hui (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113RGH001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113RGH001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:
BENTON COUNTY

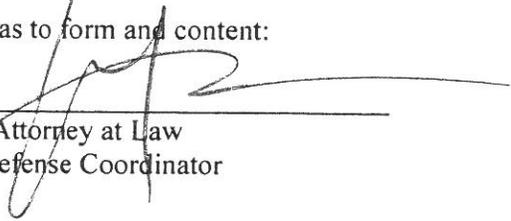
Date _____

Date 10/07/2010

Chairman of the Board

Attorney

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113PY001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113PY001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113PY001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113PY001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113PY001, designated as BCDC1113PY001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113PY001
Between
Benton County and attorney Peyman Younesi
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113PY001 (“Agreement”), between Benton County (“County”) and attorney Peyman Younesi (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113PY001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113PY001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

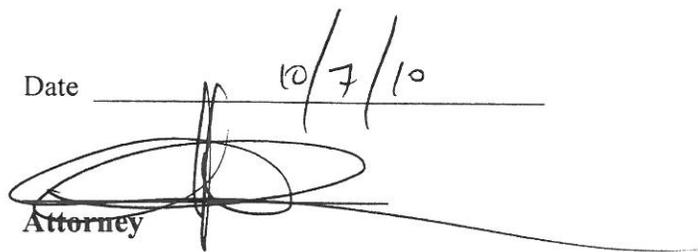
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

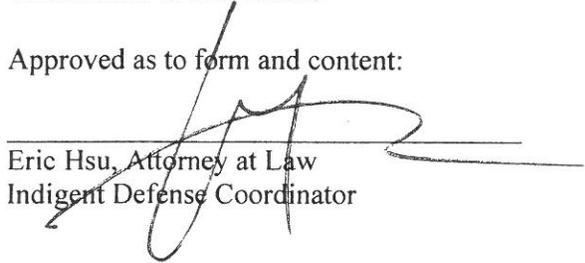
Date _____

Date 10/7/10 _____

Chairman of the Board


Attorney

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113AMM001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113AMM001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113AMM001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113AMM001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113AMM001, designated as BCDC1113AMM001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113AMM001
Between
Benton County and attorney Anastasia M McKinley
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113AMM001 (“Agreement”), between Benton County (“County”) and attorney Anastasia M McKinley (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113AMM001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113AMM001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

Date _____

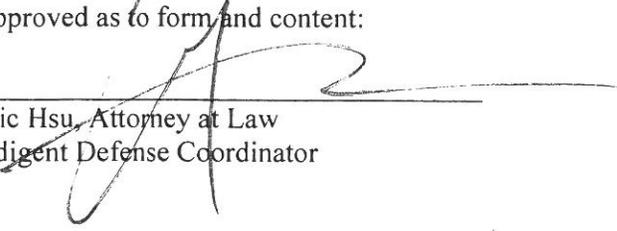
Date 10-13-10

Chairman of the Board



Attorney

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113SNN001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113SNN001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113SNN001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113SNN001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113SNN001, designated as BCDC1113SNN001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113SNN001
Between
Benton County and attorney Scott N Nacarrato
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113SNN001 ("Agreement"), between Benton County ("County") and attorney Scott N Nacarrato ("Attorney"), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113SNN001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: "the execution date stated below"; and shall be replaced with "January 1, 2011."

This amendment shall be designated with the following identifier: BCDC1113SNN001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

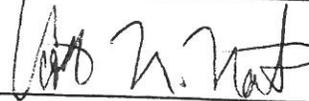
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

Date _____

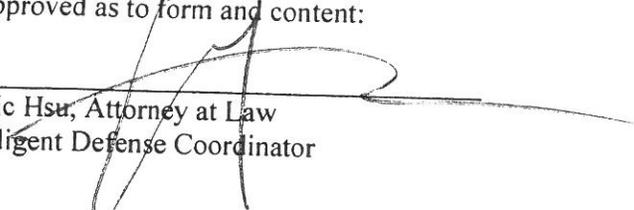
Date 11-5-10

Chairman of the Board



Attorney

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

P

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113SWJ001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113SWJ001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113SWJ001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113SWJ001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113SWJ001, designated as BCDC1113SWJ001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113SWJ001
Between
Benton County and attorney Scott W Johnson
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113SWJ001 (“Agreement”), between Benton County (“County”) and attorney Scott W Johnson (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113SWJ001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113SWJ001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

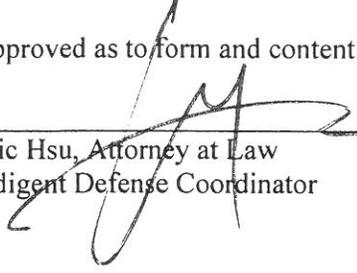
Date _____

Date 10/27/10

Chairman of the Board


Attorney

Approved as to form and content:


Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

g.

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113LPS001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113LPS001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113LPS001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113LPS001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113LPS001, designated as BCDC1113LPS001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113LPS001
Between
Benton County and attorney Luke P Swinney
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113LPS001 (“Agreement”), between Benton County (“County”) and attorney Luke P Swinney (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113LPS001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113LPS001A

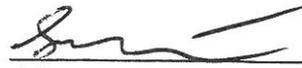
All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:
BENTON COUNTY

Date _____

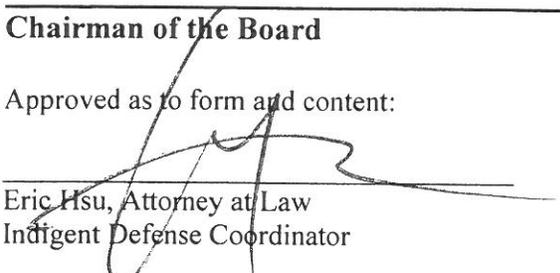
Date 10/6/10

Chairman of the Board



Attorney

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113TJO001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113TJO001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113TJO001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113TJO001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113TJO001, designated as BCDC1113TJO001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113TJO001**

Between

**Benton County and attorney Trinity J Orosco
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113TJO001 (“Agreement”), between Benton County (“County”) and attorney Trinity J Orosco (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113TJO001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113TJO001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

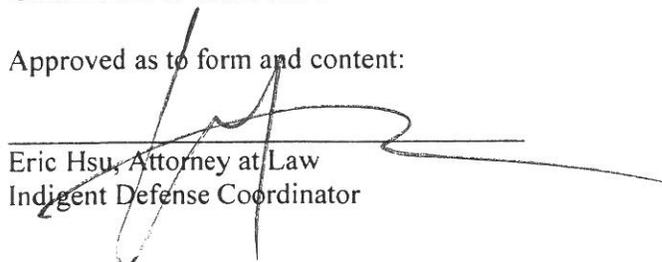
Date _____

Date 10/2/10

Chairman of the Board


Attorney

Approved as to form and content:


Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

S

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113DFK001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113DFK001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113DFK001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113DFK001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113DFK001, designated as BCDC1113DFK001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113DFK001**

Between

**Benton County and attorney Daniel F Kathren
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113DFK001 (“Agreement”), between Benton County (“County”) and attorney Daniel F Kathren (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113DFK001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113DFK001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:
BENTON COUNTY

Date _____

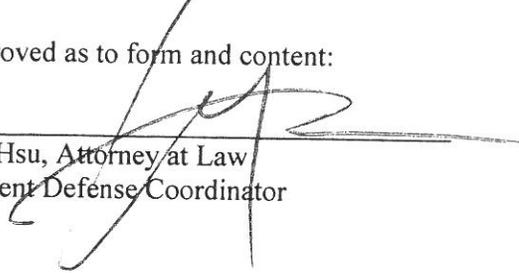
Date 10/15/10

Chairman of the Board



Attorney

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113MSP001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113MSP001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113MSP001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113MSP001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113MSP001, designated as BCDC1113MSP001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113MSP001**

Between

**Benton County and attorney Mary S Poland
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113MSP001 ("Agreement"), between Benton County ("County") and attorney Mary S Poland ("Attorney"), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113MSP001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: "the execution date stated below"; and shall be replaced with "January 1, 2011."

This amendment shall be designated with the following identifier: BCDC1113MSP001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

Date _____

Date Oct 15, 2010

Chairman of the Board

Marjorie
Attorney

Approved as to form and content:

[Signature]
Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

u

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AMENDMENT BCDC1113DEH001A TO PROFESSIONAL SERVICES AGREEMENT #BCDC1113DEH001

WHEREAS, the professional services agreements with public defense attorneys in Benton County District Court expire on December 31, 2010 and therefore the Indigent Defense Coordinator has been actively working with the collective public defense attorneys in executing new contracts to start January 1, 2011;

WHEREAS, the professional services agreement, #BCDC1113DEH001 was previously executed on or about September 20, 2010 and, by the Indigent Defense Coordinator's clerical error contained language making effective immediately upon execution;

WHEREAS, it is in fact the intent of the parties to have the said professional services agreement, #BCDC1113DEH001 go into full effective January 1, 2011;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to professional services agreement #BCDC1113DEH001, designated as BCDC1113DEH001A, which changes the language of the underlying professional services agreement to reflect an effective date of January 1, 2011; be executed as presented and that the Chairman of the Board be authorized to sign on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC1113DEH001**

Between

**Benton County and attorney Dawn E Hickman
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the agreement executed on or about September 20, 2010, designated BCDC1113DEH001 (“Agreement”), between Benton County (“County”) and attorney Dawn E Hickman (“Attorney”), inadvertently contains language making the Agreement effective upon execution;

WHEREAS, it is in fact the intent of the parties for the Agreement effective January 1, 2011;

THEREFORE Agreement BCDC1113DEH001 shall be amended as follows:

1. The following language in Section 1 AGREEMENT TERM shall be stricken: “the execution date stated below”; and shall be replaced with “January 1, 2011.”

This amendment shall be designated with the following identifier: BCDC1113DEH001A

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:
BENTON COUNTY

Date _____

Date 10/14/2010

Chairman of the Board

D. Hickman
Attorney

Approved as to form and content:

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

V

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF ADMINISTRATION DEPARTMENT NUMBER 118.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Administration

Dept Nbr: 118

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	4501	Office Rent	\$240	521.100	9205	Mail Services	\$10
				521.100	9101	Data Processing Administration	\$230
TOTAL			\$240	TOTAL			\$240

Explanation:

Line item transfer needed to cover costs associated with an additional GoToMyPc licenses to assist the Civil Detective in his duties while he is out on call. Additional funds are needed for the postage/mail services provided in Prosser for the Prosser BCSO office.

Prepared by: Julie Thompson

Date: 09-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

W

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS DEPARTMENT NUMBER 119.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records

Dept Nbr: 119

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	5120	EDC/Dispatch	\$7,800	528.800	4805	Service/Maintenance Agreeeme	\$2,100
				528.800	5121	Background Checks - WSP	\$2,700
				528.800	4202	Telephone	\$3,000
TOTAL			\$7,800	TOTAL			\$7,800

Explanation:

Funds are available in the EDC/Dispatch line item (\$39,456) because of a change in the EDC/Dispatch final budget was not reflected in the 2010 dept 119 final budget. Some of the funds are needed to assist in increases to other areas within dept 119 budget. An additional line item transfer will be requested moving the remainder to the dept 121 to assist in line item relating to the fuel costs.

Prepared by: Julie Thompson

Date: 09-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS DEPARTMENT NUMBER 119 TO CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records

Dept Nbr: 119

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER TO SHERIFF PATROL

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528,800	5120	EDC/Dispatch	\$31,656	521,210	3103	Fuel, Oil & Lubricants	\$31,656
TOTAL			\$31,656	TOTAL			\$31,656

Explanation:

Funds available in department 119 Sheriff Clerk & Records EDC/Dispatch line item because of a change in the EDC/Dispatch final budget was not reflected in the 2010 department 119 budget. This line item transfer will assist in the funding needed for the costs associated with the fuel for Patrol. The fuel line item in department 121 Sheriff Patrol was short \$22,578 at the time of this request which includes cost/expenditures through October 31,2010.

Prepared by: Julie Thompson

Date: 09-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

Y

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	3135	Maintenance Repair	\$2,850	521.210	3501	Small Item - Equipment	\$2,850
521.210	4905	Training	5,000	521.210	9802	Repair & Maintenance	\$9,000
521.210	4802	Vehicle Maintenance	4,033	521.210	9169	County Road	\$33
TOTAL			\$11,883	TOTAL			\$11,883

Explanation:

Line item transfer needed to fund: 1) Small Item - Equipment for the purchase of a rifle. 2) Repairs and maintenance to BCSO vehicles and other misc. services performed by the County Yards.

Prepared by: Julie Thompson

Date: 09-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

Z

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF TRAFFIC CONTROL DEPARTMENT NUMBER 125.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Traffic Control

Dept Nbr: 125

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.210	6410	Capital Outlay - Vehicles	\$4,270	521.700	3103	Fuel, Oil & Lubricants	\$4,270
TOTAL			\$4,270	TOTAL			\$4,270

Explanation:

Line item transfer needed to fund fuel expenditures due to rising cost and usage.

Prepared by: Julie Thompson

Date: 09-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

aa

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF OBTAINING PROFESSIONAL SERVICES FOR ARBITRAGE CALCULATIONS AND COMPLIANCE.

WHEREAS, it is the desire of the County Commissioners and County Treasurer to obtain professional services to maintain the County's compliance with Arbitrage regulations; and,

WHEREAS, on November 8, 2010, representatives from the County Treasurer's Office and Commissioners' office reviewed the proposals from the firms responding to the "Request for Qualifications"; and,

WHEREAS, documented in the meeting minutes (Exhibit A) the firm selected as best suited to provide services to the county is Arbitrage Compliance Specialists; NOW THEREFORE,

BE IT RESOLVED, that the Benton County Treasurer is hereby authorized to sign the engagement letters needed to obtain services with Arbitrage Compliance Specialists to prepare arbitrage compliance computations for the reporting period January 1, 2011 to December 31, 2015; and

BE IT FURTHER RESOLVED, the Treasurer is allowed to sign all needed engagement letters using the terms and costs set forth in the attached proposal (Exhibit B) and only for amounts allowed within the Treasurer's Office Current Expense budget.

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 D. A. Davidson, Benton County Treasurer

COPY

**WORKFORCE INVESTMENT ACT
DISLOCATED WORKER SERVICE PROVIDER CONTRACT
CFDA #17.278**

Modification Number: 1

Date: 10/1/2010

Contractor: Career Path Services Employment & Training a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR DISLOCATED WORKER SERVICES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$28,001 of WIA Title 1-B Dislocated Worker carryover funds are added to the total contract amount. This reflects a new total contract amount of \$368,760. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants.**
2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**
3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THIS AMENDMENT SHALL BE EFFECTIVE OCTOBER 1, 2010 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

FOR THE CONTRACTOR

Michelle M. Mann 10-29-10
Signature/Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

CHAIRMAN, Benton Co. Commissioners Date

Ryan K. Brown 10/27/10
Benton Co. Deputy Prosecuting Attorney Date

CHAIRMAN, Franklin Co. Commissioner Date

Franklin Co. Deputy Prosecuting Attorney Date

STATEMENT OF WORK-EXHIBIT B

DESCRIPTION OF WIA I-B SERVICES FOR DISLOCATED WORKERS

The One-Stop system is the basic delivery system for dislocated worker services. Through this system eligible, dislocated workers can access a continuum of services organized into three levels; core, intensive, and training.

WIA-funded core services will include an initial assessment providing information about the individual's skill levels, aptitude, interests, and supportive services needs; job search and placement assistance. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include; out-of-area job search activities, literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan.

The majority of WIA dislocated worker funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training, displaced homemakers, and persons with multiple barriers. Services to dislocated and incumbent workers will be coordinated with worker retraining to ensure funds are coordinated in a manner that maximizes the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs or to retain employment by upgrading skills. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered training and related services from the Contractor, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non-WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. OVERVIEW

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services

CCC
COPY

**WORKFORCE INVESTMENT ACT
ARRA DISLOCATED WORKER
SERVICE PROVIDER CONTRACT
CFDA #17.278**

Modification Number: 1 Date: 10/1/2010

Contractor: Career Path Services Employment & Training a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR DISLOCATED WORKER SERVICES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$23,557 of WIA Title 1-B ARRA Dislocated Worker carryover funds are added to the total contract amount. This reflects a new total contract amount of \$204,088. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants.**
2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**
3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THIS AMENDMENT SHALL BE EFFECTIVE OCTOBER 1, 2010 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

FOR THE CONTRACTOR

Michael M. Thamm 10-29-10
Signature/Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

CHAIRMAN, Benton Co. Commissioners Date

Ryan K. Brown 10/27/10
Benton Co. Deputy Prosecuting Attorney Date

CHAIRMAN, Franklin Co. Commissioner Date

Franklin Co. Deputy Prosecuting Attorney Date

STATEMENT OF WORK-EXHIBIT B

DESCRIPTION OF WIA I-B SERVICES FOR DISLOCATED WORKERS

The One-Stop system is the basic delivery system for dislocated worker services. Through this system eligible, dislocated workers can access a continuum of services organized into three levels; core, intensive, and training.

WIA-funded core services will include an initial assessment providing information about the individual's skill levels, aptitude, interests, and supportive services needs; job search and placement assistance. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include; out-of-area job search activities, literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan.

The majority of WIA dislocated worker funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training, displaced homemakers, and persons with multiple barriers. Services to dislocated and incumbent workers will be coordinated with worker retraining to ensure funds are coordinated in a manner that maximizes the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs or to retain employment by upgrading skills. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered training and related services from the Contractor, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non-WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. OVERVIEW

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services

COPY

**WORKFORCE INVESTMENT ACT
ADULT SERVICE PROVIDER CONTRACT
CFDA #17.258**

Modification Number: 1

Date: 10/1/2010

Contractor: Career Path Services Employment & Training a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR ADULT SERVICES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$15,246 of WIA Title 1-B Adult carryover funds are added to the total contract amount. This reflects a new total contract amount of \$373,259. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B and provide additional training and supportive services to participants.**
2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**
3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THIS AMENDMENT SHALL BE EFFECTIVE OCTOBER 1, 2010 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

FOR THE CONTRACTOR

Michelle M. Munn 10-29-10
Signature/Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

CHAIRMAN, Benton Co. Commissioners Date

Ryan K. Brown 10/27/10
Benton Co. Deputy Prosecuting Attorney Date

CHAIRMAN, Franklin Co. Commissioner Date

Franklin Co. Deputy Prosecuting Attorney Date

STATEMENT OF WORK-EXHIBIT B

DESCRIPTION OF WIA I-B SERVICES FOR ADULTS

The One-Stop system is the basic delivery system for adult services. Through this system eligible, low income (as defined in WIA Section 101(25)) adults can access a continuum of services organized into three levels; core, intensive, and training.

WIA-funded core services will include an initial assessment providing information about the individual's skill levels, aptitude, interests, and supportive services needs; job search and placement assistance. To be eligible to receive core services as an adult, an individual must be 18 years of age or older.

WIA-funded intensive services may include; out-of-area job search activities, literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered training and related services from the Contractor, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non-WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. OVERVIEW

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Development and maintaining records
- Coordinating with the Business Services Unit (BSU)*

*Definition: those staff employed by either the WDC or the Employment Security Department that provide services to business/employer customers at WorkSource Columbia Basin.

see
COPY

**WORKFORCE INVESTMENT ACT
ARRA ADULT SERVICE PROVIDER CONTRACT
CFDA #17.258**

Modification Number: 1 Date: 10/1/2010

Contractor: Career Path Services Employment & Training a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR ADULT SERVICES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$6,253 of WIA Title 1-B Adult ARRA carryover funds are added to the total contract amount. This reflects a new total contract amount of \$38,892. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B and provide additional training and supportive services to participants.**
2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**
3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THIS AMENDMENT SHALL BE EFFECTIVE OCTOBER 1, 2010 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

FOR THE CONTRACTOR

Michael D. Mann 10-29-10
Signature/Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

CHAIRMAN, Benton Co. Commissioners Date

Ryan K Brown 10/27/10
Benton Co. Deputy Prosecuting Attorney Date

CHAIRMAN, Franklin Co. Commissioner Date

Franklin Co. Deputy Prosecuting Attorney Date

STATEMENT OF WORK-EXHIBIT B

DESCRIPTION OF WIA I-B SERVICES FOR ADULTS

The One-Stop system is the basic delivery system for adult services. Through this system eligible, low income (as defined in WIA Section 101(25)) adults can access a continuum of services organized into three levels; core, intensive, and training.

WIA-funded core services will include an initial assessment providing information about the individual's skill levels, aptitude, interests, and supportive services needs; job search and placement assistance. To be eligible to receive core services as an adult, an individual must be 18 years of age or older.

WIA-funded intensive services may include; out-of-area job search activities, literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered training and related services from the Contractor, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non-WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. OVERVIEW

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Development and maintaining records
- Coordinating with the Business Services Unit (BSU)*

*Definition: those staff employed by either the WDC or the Employment Security Department that provide services to business/employer customers at WorkSource Columbia Basin.

CFDA

**WORKFORCE INVESTMENT ACT
YOUTH SERVICE PROVIDER CONTRACT
CFDA #17.259**

Modification Number: 1

Date: 10/1/2010

Contractor: Career Path Services Employment & Training a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH SERVICES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$14,983 of WIA Title 1-B Youth carryover funds are added to the total contract amount for In-School Youth Services. This reflects a new total amount of \$210,385. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants.**
2. **\$14,983 of WIA Title 1-B Youth carryover funds are added to the total contract amount for Out-of-School Youth Services. This reflects a new total amount of \$210,385. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants.**
3. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**
4. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget. The Contractor does not expect to incur the salaries originally anticipated, will increase funds for staff training and travel.**

THIS AMENDMENT SHALL BE EFFECITVE OCTOBER 1, 2010 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE.

FOR THE BF-WDC

FOR THE CONTRACTOR

Michelle M. Thamm 10-29-10
Signature/Executive Director Date

Signature Date

Title

Received & Reviewed:

Approved as to form:

CHAIRMAN, Benton Co. Commissioners Date

Ryan K. Brown 10/27/10
Benton Co. Deputy Prosecuting Attorney Date

CHAIRMAN, Franklin Co. Commissioner Date

Franklin Co. Deputy Prosecuting Attorney Date

STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR IN SCHOOL (ISY) & OUT OF SCHOOL YOUTH (OSY)

WIA funds for Youth program activities will be directed toward comprehensive services to help eligible low income and at risk youth increase their chances for success academically and in the workplace, learn positive work skills and habits, and develop plans for further education and employment.

A. TARGET POPULATION AND GEOGRAPHIC AREAS TO BE SERVED

All participants to be served will be low income as defined in WIA Section 101(25) and between the ages of 16-21 at the time of registration, be a legal citizen or resident of the United States, reside in Benton or Franklin Counties, and be within one or more of the following categories;

- Deficient in basic literacy skills;
- School dropout;
- Homeless, runaway, or foster child;
- Pregnant or parenting;
- Offender; or
- Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment. (WIA sec. 101(13)).

Priority access to services will be given to eligible youth in Benton and Franklin Counties who require additional assistance as a result of having one or more of the following barriers:

- At risk of dropping out of school
- Limited English proficiency
- Immigrant or refugees
- Migrant family or migrant seasonal farm worker status
- Gang involved
- Involved with the Juvenile Justice system
- Substance abuse
- Care-giver status
- Domestic abuse
- Lack of stable/affordable housing
- Reside in areas with high rates of poverty, crime and or unemployment
- Family history of chronic unemployment
- Single-parent household
- Deficient in occupational skills
- Disability (including learning disability)

The Contractor's service level to youth with disabilities will be proportionate with the bi-county population.

B. YOUTH NOT SELECTED FOR ENROLLMENT

Contractor will inform all youth, not selected for enrollment, of other community resources available to help meet their needs. All eligible youth who are not immediately enrolled into the Youth program would be highly encouraged to become engaged in the universal services available at WorkSource Columbia Basin.

9:05 am

**HUMAN SERVICES
SERVICE REDUCTION**

E Thornbrugh



BENTON COUNTY EMERGENCY SERVICES

9.20

651 Truman Avenue
Richland, Washington 99352
(509) 628-2600

We are preparing for the CSEPP program to come to an end, in doing so we are putting in requests to FEMA so that the departments that the equipment was purchased for can keep that equipment to help with their mission of public safety.

This letter is the first letter of intent and is for the VHF Paging System that will be transferred to the City of Richland. The enclosed letter and spread sheet is what we need to have to do that request. The approval process is as follows. The agency that wishes to keep the equipment signs a letter of intent. This letter then comes to you, the county commissioners, for approval. It must then go to Washington State Emergency Management for approval and then finally to FEMA region X.



BENTON COUNTY EMERGENCY SERVICES

651 Truman Avenue
Richland, Washington 99352
(509) 628-2600

FEMA Region X
130 - 228th Street, Southwest
Bothell, WA 98021-8627

October 13, 2010

Through
Washington Military Department, Division of Emergency Management
Building 20, MS TA-20
Camp Murray, WA 98430-5112

RE: Notice of Intent to Retain CSEPP Purchased
Equipment

Dear Mr. Donovan;

This letter serves as notice of our intent to retain the CSEPP purchased VHF Paging equipment listed on the enclosed attachment for post-CSEPP use. This equipment will, at the conclusion of the CSEP Program, be retained, maintained, and operated for its anticipated useful life to provide for the enhancement of public safety in support of federally sponsored programs.

The undersigned acknowledges that the costs of maintenance and operations which are currently being supported by CSEPP funds will become the sole responsibility of the holding jurisdiction following the conclusion of the CSEP Program.

We understand the requirements of 44CFR13 apply to this request.

Sincerely,

John Noble
Purchasing Manager/Contracts Officer

Approval:

Benton County Commissioners _____

Washington State EMD _____

FEMA Region X _____

2008 Reallocation Project - Badger VHF Paging

3/1/2010	AP	15698 000000	P041894	2630.89	DC/DC CONVERTER,
3/17/2010	AP	20659 000000	P041529	11396.24	RADIO BASE STATION
3/17/2010	AP	20659 000000	P041529	75.81	MANUAL, INSTL, MASTR III ADC
3/17/2010	AP	20659 000000	P041529	140.79	MANUAL MAINT,CONV,ADC MASTR II
3/17/2010	AP	20659 000000		-0.02	ADJ SALES TAX P041529
3/22/2010	AP	08227 000000	P041893	10185.62	4 PORT 4W DSM CARD,
3/22/2010	AP	12901 000000	P041864	100.98	DIN CONNECTOR, MALE-LMR400,
3/22/2010	AP	12901 000000	P041864	19.02	SHIPPING
3/22/2010	AP	12901 000000	P041864	17.48	1/2" SHACKLE, #62606
3/22/2010	AP	12901 000000	P041864	20.95	*4" BOOT FOR 7/8"-2 RUN, #1023
3/22/2010	AP	12901 000000	P041864	74.92	CLIP GROUND KIT, 7/8",
3/22/2010	AP	12901 000000	P041864	29.11	LACE UP HOIST GRIP, 7/8",
3/22/2010	AP	12901 000000	P041864	94.68	FLANGE ARRESTOR, N/F, #47001
3/22/2010	AP	12901 000000	P041864	107.54	4' JUMPER-LCF12 PDM-PNM
3/22/2010	AP	12901 000000	P041864	135.38	SHIPPING
3/22/2010	AP	12901 000000	P041864	1797.78	7/8" FOAM HELIAX CABLE AND REE
3/22/2010	AP	12901 000000	P041864	49.73	FEMALE COAX CONNECTOR,
3/22/2010	AP	12901 000000	P041864	49.73	MALE COAX CONNECTOR,
3/22/2010	AP	12901 000000	P041864	173.71	WELDED PIPE TO PIPE CLAMP,
3/23/2010	AP	14591 000000	P042071	10.39	SHIPPING
3/23/2010	AP	14591 000000	P042071	139.6	CUSHION INSERT
3/23/2010	AP	14591 000000	P042071	12.85	CLIP HANGERS, STAINLESS STEEL
3/23/2010	AP	14591 000000	P042071	13.5	HARDWARE KITS
3/23/2010	AP	14591 000000	P042071	45.8	CONNECTION ENCLOSURE
3/29/2010	AP	08939 000000	P042184	95.43	SHIPPING
3/29/2010	AP	08939 000000	P042184	357.39	#6 WELDING CABLE, RED JACKET,
3/29/2010	AP	08939 000000	P042184	357.39	#6 WELDING CABLE, BLACK JACKET
3/29/2010	AP	12901 000000	P042185	16.44	SHIPPING
3/29/2010	AP	12901 000000	P042185	973.14	BUS BAR ASSEMBLY,
3/29/2010	AP	12901 000000	P042185	2635.76	DISTRIBUTION PANEL,
3/29/2010	AP	12901 000000	P042185	291.8	10A PLUG-IN BREAKER
3/29/2010	AP	12901 000000	P042185	291.8	20A PLUG-IN BREAKER
3/29/2010	AP	20670 000000	P041863	856	DC TO DC CONVERTER
3/30/2010	AP	19355 000000	P042317	36	BREAKER, 10A, 1P, AUX, 5/16 BU
3/30/2010	AP	19355 000000	P042317	10.46	SALES TAX

3/30/2010	AP	19355 000000	P042317	54	BREAKER, 50A, 1P, AUX 5/16 BUL
3/30/2010	AP	19355 000000	P042317	36	BREAKER, 20A, 1P, AUX, 5/16 BU
4/5/2010	AP	20642 000000	P042067	5139.2	ANTENNA, OMNI SC281-HF3LDF (DO
4/5/2010	AP	12901 000000	P042624	374.85	GPS SURGE PROTECTOR
4/5/2010	AP	12901 000000	P042624	86.32	GPS SURGE PROTECTOR
4/5/2010	AP	12901 000000	P042624	10.69	SHIPPING
4/23/2010	AP	02246 000000		18.44	USE TAX FOR MARCH 2010
5/3/2010	AP	20659 000000	P042206	5698.12	SXHMCX RADIO REPEATER STATION,
5/12/2010	JE	16327		71.05	MARCH USE TAXES
5/20/2010	AP	02246 000000		426.55	USE TAX FOR APRIL 2010
5/24/2010	AP	20659 000000	P042625	2279.25	RADIO BASE STATION
5/24/2010	AP	20659 000000	P042625	5698.12	RADIO BASE STATION
6/4/2010	AP	13513 000000	P042623	980	SPECTRACOM MODEL 8225 GPS ANTE
6/4/2010	AP	13513 000000	P042623	600	OPTION: #14 (CTCSS OUTPUTS) TO
6/4/2010	AP	13513 000000	P042623	50	ESTIMATED UPS CHARGE
6/4/2010	AP	13513 000000	P042623	18480	OSCILLATOR MODEL 8195B-54 GPS
7/9/2010	AP	20872 000000	P042601	8890	TRANSMIT COMBINER, #10US1682
7/9/2010	AP	20872 000000	P042601	573.95	SHIPPING
7/9/2010	AP	20872 000000	P042601	7430	RECEIVE MULTICOUPLER, #10US168

9:30

AGENDA ITEM: SPV 10-11 MTG. DATE: Nov. 15, 2010 MEMO. DATE: Nov. 8, 2010 SUBJECT: Short Plat Vacation -SPV 10-11, Earl Norman Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On February 24, 2005, Short Plat 2854 was recorded, which created 4 lots. Short Plat 2854 included a 30-foot access easement shared between Lots 2 and 3 to provide access to lot 4. Earl Norman, owner of Lots 1, 2 and 4 of Short Plat 3264, has submitted an application requesting that the portion of the 30-foot access easement located in Lot 3 and South of the 50-foot radius turnaround, be vacated off of the face of the short plat and that an additional 15-foot access easement be added over the East 15 feet of the West 30 feet of Lot 2. No structures exist on either Lot 2 or 3.

Owners of property within 300 feet of the outer perimeter of Short Plat 2854 have been notified, including all lots within short plat 2854. All concerned agencies such as Health Department, Benton County Engineer, Benton County Fire Marshal and any utility companies have been notified of this proposal. No adverse comments have been received relating the vacation of the 15-foot portion of the access easement South of the 50-foot turnaround in lot 3.

SUMMARY

Benton County Planning Department has received a request for the vacation of the portion of the 30-foot access easement within Lot 3 of Short Plat 2854. Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 10-11 was published on November 5, 2010 and the public hearing is scheduled for November 15, 2010 at 9:30 a.m.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends that the proposed vacation of the portion of the 30-foot access easement in Lot 3, and South of the 50-foot turnaround be approved, in conjunction with the recording of documentation adding an additional 15-foot access easement within the East 15 feet of the West 30 feet of lot 2, with the Benton County Auditor.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approve the vacation of the portion of the 30-foot access easement located within Lot 3 of Short Plat 2854, and South of the 50-foot radius turnaround access easement in the Northeast Quarter of Section 36, Township 10 North, Range 26 East, W.M.

This motion is conditioned on the applicant recording a 15-foot access easement over the East 15 feet of the West 30 feet of Lot 2, located South of the 50-foot radius turnaround easement,

08:00

with the Benton County Auditor. That the applicant provides the Benton County Planning Department with a copy of the recorded document, prior to the signing of the resolution by the Board of County Commissioners. The document must be approved and recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void.

9:35

AGENDA ITEM: SHPA 10-03 MTG. DATE: Nov. 15, 2010 MEMO. DATE: Oct. 25, 2010 SUBJECT: Short Plat Appeal -SPHPA 10-03, Charles Macrae Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On September 29, 2010, our office received a written appeal letter from Charles Macrae to the Board of County Commissioners regarding the Short Plat Administrator's requirement to provide a 40-foot private road easement, exclusive of any utility easements on lots 1 and 2 of short plat 2893. On August 24, 2010, Mr. Macrae submitted to the Planning Department a short plat application SHP 10-18 to subdivide 11.36 acres into 2 lots. On September 24, 2010, Mr. Macrae was sent a letter from this office indicating that the Short Plat would be approved provided 19 conditions were satisfied. Item No. 5 stated that the private road easement must be at least 40 feet in width, exclusive of any utility easements through Lots 1 and 2 of Short Plat 2893.

The existing private road easement across Lots 1 and 2 of short plat is thirty feet in width. A thirty-foot private road easement is the minimum required width for a 4 lot short plat under BCC 9.04.034. Further division of Lot 4 of Short Plat 2893 will create a total of five lots using the private road easement. After this proposed short plat is recorded, no additional lots would be allowed under the current Comprehensive Plan density. Improvements such as an existing house, a riding arena and existing fencing on Lots 1 and 2 of Short Plat 2893 make the expansion of the private road easement nearly impossible. The applicant does not own either Lot one or two that would make obtaining additional easement width more difficult.

Attached to this memo are copies of the September 24, 2010, requirements of the Planning Department, the appeal letter from the applicant, a copy of the proposed short plat and an aerial photograph of the site.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 10-08 was published on October 28, 2010 and the public hearing is scheduled for November 8, 2010 at 9:30 a.m. To allow for adequate notification of all effected property owners, the hearing date and time was continued to November 15, at 9:35 a.m. The Board following the public hearing may affirm or reverse the Short Plat Administrator's decision or remand the application back to the Short Plat Administrator with instructions to approve the same upon compliance with conditions imposed by the Board, if any.

SUMMARY

Charles Macrae is requesting that the Board grant his appeal to the Short Plat Administrator's decision that a 40-foot private road easement, exclusive of utility easements over lots 1 and 2 of Short Plat 2893 be provided to serve this proposed short plat prior to the recording of the short plat.

RECOMMENDATION

The Planning Department recommends that the Board approve the applicant's request to

eliminate the requirement of a 40-foot private road easement, exclusive of any utility easements in lots 1 and 2 of Short Plat 2893 and remand the application back to the Short Plat Administrator with the instruction that Short Plat Application 10-18 be approved with all the conditions except condition #5.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approve Charles Macrae's request to eliminate the requirement of a 40-foot private road easement, exclusive of utility easements, that no additional easement width is required over lots 1 and 2 of Short Plat 2893.