

***November 22,
2010***

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
November 15, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

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

Workshop Agenda

WSAC Conference

Commissioner Bowman reported on his attendance at the WSAC Conference and briefly discussed the following: WSAC Scholarship, Board of Director's Meeting; reduction of fees for Benton County; Legislative Steering Committee objectives; WACO legislative agenda; Joint Transportation Committee agenda. Commissioner Bowman also wanted to know if Benton County endorsed the "Traffic Violations Bureau" and said he would give the information to David Sparks and Ryan Brown for review.

Watershed Process

Commissioner Benitz said the committee was looking for direction to approve the integrated plan for Yakima River Basin and to look at viable water projects and requested the Board provide direction to take back to the committee.

Commissioner Bowman commented that it appeared Commissioner Benitz supported an integrated plan, but not this plan because it did not appear to meet the goals or provide water supply and flow. He asked if the Board should we have a tri-county meeting because if Benton County wanted or needed something that was not acceptable by the other groups, it would be "dead in the water".

Chairman Beaver said he was not opposed to that kind of meeting or anything the Board could do to move this program forward.

ECA Conference

Chairman Beaver said that he and Adam would provide a full report next Monday but essentially, they had a series of meetings with DOE and they were still arguing about Yucca Mountain.

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

Approval of Minutes

The Minutes of November 8, 2010 were approved.

Review Agenda

Chairman Beaver requested the Fairgrounds Lease Agreement item “gg” be added to the consent agenda.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “gg”. Commissioner Bowman seconded.

Discussion

Commissioner Bowman said he had asked for minor adjustments to the agreement and requested the Board authorize the agreement to be signed after the changes were made.

Upon vote, the Board approved the following:

Central Services

- a. Authorization to Purchase Network Storage

Commissioners

- b. Lease Agreement w/Benton-Franklin Human Services

Fairgrounds

- c. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Services

- d. Contract Amendment, #MHPIHP-NECC-01, w/Nueva Esperanza Counseling Center
- e. Contract Amendment, #MH-NONPIHP-NECC-01 w/Nueva Esperanza Counseling Center
- f. Contract Amendment, #DIV-NECC-04, w/Nueva Esperanza Counseling Center
- g. Compensation to Lourdes Counseling Center – Residential substance Abuse Treatment
- h. Compensation to Knowledge Counseling Services – Two-County Prevention Program

- i. Salary Request Statement

Office of Public Defense

- j. Uniform Method of Enforcing Indigent Defense Professional Services Agreements
- k. Amendment to Professional Services Agreement for E Riley
- l. Amendment to Professional Services Agreement for R Hui
- m. Amendment to Professional Services Agreement for P Younesi
- n. Amendment to Professional Services Agreement for A McKinley
- o. Amendment to Professional Services Agreement for S Nacarrato
- p. Amendment to Professional Services Agreement for S Johnson
- q. Amendment to Professional Services Agreement for L Swinney
- r. Amendment to Professional Services Agreement for T Orosco
- s. Amendment to Professional Services Agreement for D Kathren
- t. Amendment to Professional Services Agreement for M Poland
- u. Amendment to Professional Services Agreement for D Hickman

Sheriff

- v. Line Item Transfer, Fund No. 0000-101, Dept. 118
- w. Line Item Transfer, Fund No. 0000-101, Dept. 119
- x. Line Item Transfer, Fund No. 0000-101, Dept. 119
- y. Line Item Transfer, Fund No. 0000-101, Dept. 121
- z. Line Item Transfer, Fund No. 0000-101, Dept. 125

Treasurer

- aa. Obtaining Professional Services for Arbitrage Calculations and Compliance

Workforce Development Council

- bb. Service Provider Contract Modification w/Career Path Services – Dislocated Worker
- cc. Service Provider Contract Modification w/Career Path Services – ARRA Dislocated Worker
- dd. Service Provider Contract Modification w/Career Path Services – Adult Program
- ee. Service Provider Contract Modification w/Career Path Services – ARRA Adult Program
- ff. Service Provider Contract Modification w/Career Path Services – Youth Services

Fairgrounds

- gg. Lease Agreement with Sundowns Training Center

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

Human Services Update

Ed Thornbrugh said the Greater Columbia Behavioral Health (GCBH) received word there would be reductions in funding for state only funds starting immediately and Benton County's share was \$600,000 (\$75,000/month in state only funding). He said this was a significant reduction and he had been working with the directors from different agencies to work out the reduction in services. Mr. Thornbrugh said as these services were reduced, he expected to see a shift in the jail system and would see costs for mental health in the jail go up and jail based services would be reduced as well. He said the significant reduction would create waiting lists and he expected the Commissioners would receive complaints, however, they would do the best they could on the front lines. Additionally, they would likely see more cuts mid-year and as the

crisis services were withdrawn, the hospital services would go up. Mr. Thornbrugh said that even if the sales tax increase was approved, it would be restricted for current programs and would only be a short-term fix.

Commissioner Benitz said it was time to update the business plans and goals and objectives and get those in front of the Board and GCBH. He said he was not in favor of committing reserves to delay the inevitable.

Commissioners Bowman and Beaver said they would generally concur with Commissioner Benitz' recommendations.

Emergency Management – CSEPP Letter of Intent

Bob Spencer, Manager of Benton County Emergency Management said that CSEPP would be finished in about a year and they had millions of dollars worth of equipment to deal with. He said that FEMA saw Benton County as the owner but they had to ask for it by providing a letter of intent. He said they wanted to start with the VHF Paging radio system and have it be transferred to the City of Richland to be solely maintained by the City of Richland.

Jeremy Beck, logistician (handling inventory) said they could deal with each piece of equipment individually or the Board could give them approval to deal with all the property.

Commissioner Benitz asked whether there would be any costs to the County. Mr. Beck said that anything left over after the liquidation became the responsibility of the County and would no longer be maintained by FEMA.

Commissioner Benitz said he believed it was the right approach, but there was not a cost estimate or value assigned to the property and the County's surplus property policy had to be addressed.

Commissioner Bowman said he had not yet seen the county take possession of anything that didn't end up costing something. Mr. Beck said that Benton County already owned the property and CSEP maintained it and that was the reason they wanted to take care of it before the end of that period.

The Board suggested Emergency Management work with legal staff and Mr. Sparks also suggested they talk to Pat Powell (personal property manager) in the Auditor's office. Ryan Brown also suggested a meeting with him and Tom Lampson.

Public Hearing – Short Plat Vacation – SPV 10-11

RJ Lott said the Planning Department received a request to vacate a portion of the 30-foot access easement within Lot 3 of Short Plat 2854 and that based on the testimony received, recommended the proposed vacation in conjunction with the recording of the documentation adding an additional 15-foot access easement.

Proponents

Earl Norman, applicant, said he was in favor of the vacation.

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

MOTION: Commissioner Bowman moved to 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. 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, to be approved and recorded within one year of this date or approval would be null and void. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

Public Hearing - Short Plat Appeal – SPHPA 10-03

Mr. Shuttleworth said the Planning Department received a letter of appeal from the applicant requesting the Board grant his appeal to the Short Plat Administrator's decision that a 40-foot private road easement be provided to serve his proposed short plat. He said that Planning staff recommend elimination of the requirement of a 40-foot private road easement and approve the appeal.

Proponent

Charles Macrae, applicant, said there was not enough room to provide for a 40-foot easement. He said there was currently a 30-foot easement and he requested the Board grant the appeal and allow him to continue to use the 30-foot easement.

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

The Board agreed to take a three-minute recess and reconvened at 9:47 a.m.

Commissioner Benitz said the request was to eliminate the requirement of a 40-foot easement but the Comprehensive Plan required a 40-foot private road access easement. He said he understood the concern because it was not physically possible, but this issue would need to be rectified at some point and the Board should be consistent.

Commissioner Bowman said it was his understanding they were trying to exempt that requirement because of extenuating circumstances.

MOTION: Commissioner Bowman moved to approve Charles Macrae's request to eliminate the requirement of a 40-foot private road and approve his appeal. Commissioner Benitz seconded.

Discussion

Chairman Beaver asked whether there was a variance process in place. Mr. Brown questioned whether they might need a variance or if it could be done with this process.

Mr. Shuttleworth said this was the correct process at this time and it was written in the appeal policy that was currently in place.

Upon vote, the motion carried unanimously.

Claim for Damages

CC 2010-17: Received on November 12, 2010 from Cody Hopkins

Vouchers

Check Date: 11/12/2010
Warrant #: 22274-22495
Total all funds: \$548,289.04

Check Date: 11/15/2010
Payroll Draw Taxes
Taxes #: 10110114
Total all funds: \$33,859.08

Check Date: 11/15/2010
Warrant #: 231496-231517
Direct Deposit #: 59160-59365
Total all funds: \$112,096.61

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

Resolutions

- 10-666 Authorization to Purchase Network Storage
- 10-667 Lease Agreement w/Benton-Franklin Human Services
- 10-666 Line Item Transfer, Fund No. 0124-101, Dept. 000
- 10-667 Contract Amendment, #MHPIHP-NECC-01, w/Nueva Esperanza Counseling Center
- 10-668 Contract Amendment, #MH-NONPIHP-NECC-01 w/Nueva Esperanza Counseling Center
- 10-669 Contract Amendment, #DIV-NECC-04, w/Nueva Esperanza Counseling Center
- 10-670 Compensation to Lourdes Counseling Center – Residential substance Abuse Treatment
- 10-671 Compensation to Knowledge Counseling Services – Two-County Prevention Program

- 10-672 Uniform Method of Enforcing Indigent Defense Professional Services Agreements
- 10-673 Amendment to Professional Services Agreement for E Riley
- 10-674 Amendment to Professional Services Agreement for R Hui
- 10-675 Amendment to Professional Services Agreement for P Younesi
- 10-676 Amendment to Professional Services Agreement for A McKinley
- 10-677 Amendment to Professional Services Agreement for S Nacarrato
- 10-678 Amendment to Professional Services Agreement for S Johnson
- 10-679 Amendment to Professional Services Agreement for L Swinney
- 10-680 Amendment to Professional Services Agreement for T Orosco
- 10-681 Amendment to Professional Services Agreement for D Kathren
- 10-682 Amendment to Professional Services Agreement for M Poland
- 10-683 Amendment to Professional Services Agreement for D Hickman
- 10-684 Line Item Transfer, Fund No. 0000-101, Dept. 118
- 10-685 Line Item Transfer, Fund No. 0000-101, Dept. 119
- 10-686 Line Item Transfer, Fund No. 0000-101, Dept. 119
- 10-687 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 10-688 Line Item Transfer, Fund No. 0000-101, Dept. 125
- 10-689 Obtaining Professional Services for Arbitrage Calculations and Compliance
- 10-690 Service Provider Contract Modification w/Career Path Services – Dislocated Worker
- 10-691 Service Provider Contract Modification w/Career Path Services – Adult Program
- 10-692 Service Provider Contract Modification w/Career Path Services – ARRA Dislocated Worker
- 10-693 Service Provider Contract Modification w/Career Path Services – ARRA Adult Program
- 10-694 Service Provider Contract Modification w/Career Path Services – Youth Services
- 10-695 Lease Agreement Between Benton County and Sundowns Training Center
- 10-696 Approval of Appeal – SHPA 10-03 and SHP 10-18

With no further business before the Board, the meeting adjourned at approximately 10:00 a.m.

Clerk of the Board

Chairman

A

Auditor

Veterans' Assistance Fund

Waiver Request

b

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, DEPARTMENT NUMBER 111.

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

cc: Dept; Auditor; File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court

Dept Nbr: 111

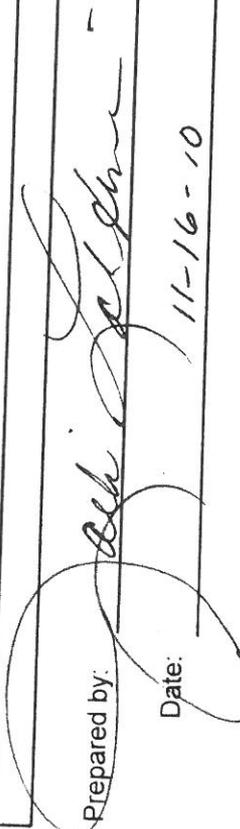
Fund Name: Current Expense

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
512.400	1283	Infraction/Switchboard	\$5,000	512.400	4103	professional Services	\$5,000
512.400	1296	Clerk - Prosser	\$5,500	512.400	4103	professional Services	\$5,500
512.400	1286	Court Recorder Clerk	\$2,000	512.400	4103	professional Services	\$2,000
512.400	1286	Court Recorder Clerk	\$3,000	512400	4301	Travel	\$3,000
512.400	1288	Court Recorder Clerk	\$6,000	512.400	4108	Jury Fees	\$6,000
TOTAL			\$21,500.00	TOTAL			\$21,500.00

Prepared by: 

(signature)

Date: 11-16-10

RETURN TO: Auditor's Office, Accounting Department

AUDITOR'S USE ONLY:

Keyed _____

Date _____

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND 0000-101, FACILITIES DEPT. 110 TO CURRENT EXPENSE FUND 0000-101, PARKS DEPT. 126 IN THE AMOUNT OF \$6,000.00

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

cc: Dept., Auditor, K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Facilities Dept. 110

TRANSFER TO: Parks Dept. 126

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
539-500	4125	Janitorial	\$6,000	576-690	3120	Groundseeping Supplies	\$1,000
				576-690	4701	Utilities	\$1,000
				576-690	4804	Repair/Maint.	\$4,000
TOTAL			\$6,000	TOTAL			\$6,000

Explanation:

The Parks Dept. had a large amount of repairs to equipment causing an increase in supplies and repair/maintenance line items and additionally had an increase in utilities. This transfer is needed to keep the Parks Department from going over budget before the end of 2010.

Prepared by: Cami McKenzie

Date: 16-Nov-2010

Approved

Denied

Date: _____

Chairman

Member

Member

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 11-22-10 F/C 12-01-10	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Signature on Letter to TCI Cablevision of Southwest Washington terminating agreement	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Donna Lee	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

Benton and Franklin Counties entered into a Bulk Rate Agreement for cablevision services with for the Juvenile Justice Center with TCI Cablevision of Southwest Washington, Inc. in 1997. The Agreement has been inactive for over 6 years but has not been formally terminated and the terms of the Agreement provide for automatic yearly renewal of the contract without written notice of termination. Section 1. Term: Termination of the Agreement provides for termination by written notice by either party of non-renewal of the agreement at least 60 days prior to the end of the Renewal Term which begins on March 3 of each year. TCI Cablevision of Southwest Washington is no longer a licensed business in Washington State.

SUMMARY

The Bulk Rate Agreement with TCI Cablevision of Southwest Washington has not been active for over 6 years. The letter to TCI Cablevision of Southwest Washington at its last known address will serve as notice to TCI Cablevision of Southwest Washington of non-renewal of the Bulk Rate Agreement.

RECOMMENDATION

I recommend that the Boards of County Commissioners approve the letter notifying TCI Cablevision of non-renewal of the Bulk Rate Agreement.

FISCAL IMPACT

There is no fiscal impact.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, James R. Beaver, and the Chairman of the Board of Franklin County Commissioners, Brad Peck, be and they hereby are authorized to sign, on behalf of their respective county, the letter notifying TCI Cablevision of non-renewal of the Bulk Rate Agreement.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

ISSUANCE OF LETTER TO TCI CABLEVISION REGARDING THE TERMINATION OF THE BULK RATE AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND TCI CABLEVISION OF SOUTHWEST WASHINGTON, INC. THEREBY RESCINDING BENTON COUNTY RESOLUTION 97-785 714 AND FRANKLIN COUNTY RESOLUTION 97-570

WHEREAS, the Juvenile Court Administrator has notified the Board of Benton and Franklin County Commissioners of the need to terminate the Bulk Rate Agreement ; and

WHEREAS, the original agreement with TCI Cablevision of Southwest Washington, Inc. was approved per Benton County Resolution 97-785 and Franklin County Resolution 97-570; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the letter TCI Cablevision of Southwest Washington terminating the Bulk Rate Agreement.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 1st day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON COUNTY
P. O. Box 190
Prosser, WA 99350-0190
(509) 786-5600

FRANKLIN COUNTY
1016 North Fourth Avenue
Pasco, WA 99301-3706
(509) 545-3535

Brad Peck
District 1
Bob Koch
District 2
Rick Miller
District 3

**Douglas A. Rice, Regional Representative or Current Owner/Representative
TCI Cablevision of Southwest Washington, Inc.
951 Custer Avenue
Helena, Montana 59601**

Re: Bulk Rate Agreement dated December 17, 1997

To Whom It May Concern:

Per Section 1. Term; Termination of the Bulk Rate Agreement between TCI Cablevision and Benton and Franklin Counties, this is formal notice by Benton and Franklin Counties of non-renewal of the Bulk Rate Agreement dated December 17, 1997.

Sincerely,

**James R. Beaver, Chairman
Board of Benton County Commissioners**

Date

**Brad Peck
Board of Franklin County Commissioners**

Date

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract	Consent Agenda <u>xx</u>
MEETING DATE: B/C 11-22-10	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Line Item Transfer	Pass Ordinance	1st Discussion
Prepared By: Donna A. Lee	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

BACKGROUND INFORMATION

This line item transfer is requesting to move \$5,202 from Line Item 4103 - Professional Services to Line Item 6401 - Capital Equipment. This line item transfer will allow the Benton-Franklin Counties Juvenile Justice Center to purchase a replacement van that is critical to the operation of our work crew program. This will also allow this department to remain in compliance with the requirement of categorical budgeting.

SUMMARY

This line item transfer shifts dollars from Line Item 4103 'Professional Services' to Line Item 6401 'Capital Equipment'.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County sign the Resolution authorizing the transfers of funds.

FISCAL IMPACT

Purchase of the van will be expended from Juvenile Fund 0115-101, Dept. 173 - Fee for Service Contracts. There is no fiscal impact to the Current Expense Fund No. 0000-101 or to the Juvenile Operations Fund No. 0115-101 Dept. 171.

MOTION

I move that the Boards of Commissioners of Benton County sign the Resolution for Line Item Transfers.

RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT 173, FEE FOR SERVICE CONTRACTS, and

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 November, 2010

Chairman of Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

**EXHIBIT A
LINE ITEM TRANSFERS**

Department: Contract - Fee for Service

Department No: 173

Fund Name: Juvenile Justice Center

Fund: 0115-101

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
527-400	173-4103	Professional Services	\$5,202	527-400	173-6401	Capital Equipment	\$5,202
Totals			\$5,202	Total			\$5,202

EXPLANATION:

Requesting to transfer \$5,202 from Professional Services to Capital Equipment to purchase one used work crew van.

Prepared by

Jennifer Bowe
Jennifer Bowe, Administrative Services Manager

Date

11/15/2010

Authorized by

Sharon Paradis
Sharon Paradis, Administrator

Date

11/15/2010

Approved

Denied

Chairman

Member

Member

AGENDA ITEM: <u>Consent</u>	TYPE OF ACTION NEEDED	
MEETING DATE: <u>B/C 11-22-10 F/C 12-01-10</u>	Executive Contract _____	CONSENT AGENDA <u>XX</u>
SUBJECT: <u>Purchase of Work Crew Van</u>	Pass Resolution <u>XX</u>	PUBLIC HEARING _____
Prepared By: <u>Donna A Lee</u>	Pass Ordinance _____	1ST DISCUSSION _____
Reviewed By: <u>Sharon Paradis</u>	Pass Motion _____	2ND DISCUSSION _____
	Other _____	OTHER _____

BACKGROUND INFORMATION

In May 2010 we determined that one of the work crew vans (1990 Ford Econoline) had some serious mechanical issues that required extensive repair. The Benton County Shop Supervisor explained that due to the previous "Cash for Clunkers" program, not only were the undesirable vehicles destroyed so were the cache of replacement parts. Without the surplus of used vehicles the availability and opportunity to retrieve used spare parts became almost impossible. The amount of money for parts, shop man-hours and availability of replacement parts were the reasons why we felt that it would not be cost effective to proceed with the repairs on this vehicle.

SUMMARY

The Juvenile Department spent months trying to locate a replacement van that was reasonably priced and would fit the needs of the Juvenile Center. We contacted several county transportation departments as well as private dealers in search of a replacement and found one that fit our needs through the King County Department of Transportation.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties approve the purchase of one work crew van from the King County Department of Transportation.

FISCAL IMPACT

Purchase of the van will be from Juvenile Fund 0115-101 - Juvenile Center, Department 173 - Fee for Service Contracts. There is no fiscal impact to the Current Expense Fund No. 0000-101 or Juvenile Operations Fund No. 0115-101 Department 171.

MOTION

I move 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 Resolution to approve the purchase of one work crew van.

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 PURCHASING ONE USED WORK CREW VAN FOR USE AT THE BENTON FRANKLIN JUVENILE JUSTCE CENTER

WHEREAS, the work crew van is essential for the proper operation of the work crew program; and

WHEREAS, the cost of the van is greater than \$2,500 and less than \$25,000; and

WHEREAS, procurement of the van in the specified price range is addressed in Benton County Resolution 09-812 allowing for procurement to occur after obtaining three quotes; and

WHEREAS, the Benton Franklin Counties Juvenile Justice Center received one quote from King County Department of Transportation, Seattle, Washington on 10/15/2010 in the amount of \$5,201.22, inclusive of WSST, and;

WHEREAS, The Detention Shift Manager was not able to obtain a quote from a second or third vendor for this type of van in that price range; and

WHEREAS, the Benton Franklin Counties Juvenile Justice Center Detention Shift Manager has reviewed the quote for correctness and recommends King County Department of Transportation as the only responsive vendor.

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton Franklin Counties Juvenile Justice Center and recommends Benton and Franklin County award the procuring of the van to the King County Department of Transportation; NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners hereby award the procuring of the van for Benton Franklin Juvenile Justice Center to King County Department of Transportation not to exceed \$5,201.22.

DATED this _____ day of November, 2010
BENTON COUNTY BOARD OF
COMMISSIONERS

DATED this _____ day of December 2010
FRANKLIN COUNTY BOARD OF
COMMISSIONERS

Chairman of Board

Chairman of the Board

Member

Chairman Pre Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

9

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10		Executive Contract	<u>xx</u>	
SUBJECT: Professional Services Agreement for Civil Defense Panel Attorney - Diana L. Anderson		Pass Resolution	<u>xx</u>	
Prepared By:	Donna A. Lee	Pass Ordinance		
Reviewed By:	Sharon A. Paradis	Pass Motion		
		Other		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Diana L. Anderson. Ms. Anderson has served as a Civil Defense Panel Attorney under contract with BFJJC for a number of years. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DIANA L. ANDERSON, and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Diana L. Anderson.

DATED this 22nd day of November 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112DLA001

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

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **31st day of December, 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10		Executive Contract	<u>xx</u>	
SUBJECT: Professional Services Agreement for Civil Defense Panel Attorney - Darin R. Campbell		Pass Resolution	<u>xx</u>	
Prepared By:	Donna A. Lee	Pass Ordinance		
Reviewed By:	Sharon A. Paradis	Pass Motion		
		Other		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Darin R. Campbell. Mr. Campbell has served as a Civil and Criminal Defense Panel Attorney under contract with BFJJC for several years. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DARIN R. CAMPBELL, and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Darin R. Campbell.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN
COUNTIES JUVENILE COURT DIVISION
CONTRACT #BFJC1112DRC001**

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

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **31st day of December, 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10		Executive Contract	<u>xx</u>	
SUBJECT: Professional Services Agreement for Civil Defense Panel Attorney - Kathleen L. Moreno		Pass Resolution	<u>xx</u>	
Prepared By:	Donna A. Lee	Pass Ordinance		
Reviewed By:	Sharon A. Paradis	Pass Motion		
		Other		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Kathleen L. Moreno. Ms. Moreno has served as a Civil Defense Panel Attorney under contract with BFJJC for several years. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KATHLEEN L. MORENO, and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Kathleen L. Moreno.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112KLM001

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

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **31st day of December, 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10			
SUBJECT: Professional Services Agreement for Civil Defense Panel Attorney - Jared D. Paulsen			
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon A. Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Jared D. Paulsen. Mr. Paulsen has served as a Civil Defense Panel Attorney under contract with BFJJC for several years. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JARED D. PAULSEN, and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Jared D. Paulsen.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of November 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112JDP001

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

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **31st day of December, 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

K

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10			
SUBJECT: Professional Services Agreement for Civil Defense Panel Attorney Mary S. Poland			
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon A. Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Mary S. Poland. Ms. Poland has practiced law for several years in Washington State and presently holds a non-conflicting contract with the Benton County District Court. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND MARY S. POLAND, and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Mary S. Poland.

DATED this 22nd day of November 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112JDP001

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

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of January, 2011** and shall continue thereafter through and including the **31st day of December, 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER	
MEETING DATE: B/C 11-22-10 F/C 12-1-10				Executive Contract <u>xx</u>
SUBJECT: Amendment to Professional Services Agreement for Criminal Defense Panel Attorney Susan D. Henwood				Pass Resolution <u>xx</u>
Prepared By: Donna A. Lee				Pass Ordinance
Reviewed By: Sharon A. Paradis		Pass Motion		
		Other		

BACKGROUND INFORMATION

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

SUMMARY

This Professional Services Agreement to provide legal representation to indigent persons in Benton-Franklin Counties Juvenile Court Division replaces the current contract with Ms. Henwood.

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in the Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND SUSAN DARDEN HENWOOD, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Susan Darden Henwood, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Susan Darden Henwood.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112SDH001

THIS AGREEMENT is entered into by and between **Susan D Henwood**, attorney at law, Washington State Bar Association #33843 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A.** The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **324 W Kennewick Ave, Kennewick, WA 99302**. Attorney's current local office telephone and fax numbers are **(509) 582-3291** and **(509) 582-6484** respectively; and Attorney's current office/work e-mail address is **sdhenwood@yahoo.com**.

m

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 11-22-10 F/C 12-02-10	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Donna A. Lee	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon A. Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Keith Hilde. Mr. Hilde has practiced law for several years in Washington. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget, which has been approved by both Boards of County Commissioners.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KEITH HILDE, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Keith Hilde, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman Pro Tem of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Keith Hilde.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112KH001

THIS AGREEMENT is entered into by and between **Keith Hilde**, attorney at law, Washington State Bar Association #30369 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A.** The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **6855 W Clearwater Ave, Suite A-103, Kennewick, WA 99302**. Attorney's current local office telephone and fax numbers are **(509) 736-9959** and **(509) 374-1296** respectively; and Attorney's current office/work e-mail address is **hildelaw@gmail.com**.

n

AGENDA ITEM: Consent		TYPE OF ACTION		CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-08 F/C 12-02-10		NEEDED		
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney, Laurie L. Magan		Executive Contract	<u>xx</u>	
Prepared By:	Donna A. Lee	Pass Resolution	<u>xx</u>	
Reviewed By:	Sharon A. Paradis	Pass Ordinance		
		Pass Motion		
		Other		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Laurie L. Magan. Ms. Magan has served as a Criminal Defense Panel Attorney under contract with BFJJC since August 2006 and also served as legal representative to the Chemical Dependency Disposition Alternative (CDDA) board. This Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND LAURIE L. MAGAN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Laurie L. Magan, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Laurie L. Magan.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112LLM001

THIS AGREEMENT is entered into by and between **Laurie L Magan**, attorney at law, Washington State Bar Association #34086 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **324 W Kennewick Ave, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 492-7268** and **(509) 582-6484** respectively; and Attorney's current office/work e-mail address is **maganlaw@wildblue.net**.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10			
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney, Karyn K. Oldfield		Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon A. Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Karyn K. Oldfield. Ms. Oldfield has served as a Criminal Defense Panel Attorney and attorney for the Juvenile Drug Court under contract with BFJJC for several years. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in Juvenile Court's budget, which has been approved by both Boards of County Commissioners.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KARYN K. OLDFIELD, and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Karyn K. Oldfield.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112KKO001

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

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

- A.** The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **PO Box 3071, Richland, WA 99354**. Attorney's current local office telephone and fax numbers are **(509) 371-9804** and **(509) 371-9804** respectively; and Attorney's current office/work e-mail address is **karynoldfield@aol.com**.

P

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: F/C 11-22-10 B/C 12-02-10			
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney - Jeff Staples			
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon A. Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Jeff Staples. Mr. Staples has been a Deputy Prosecutor with the Clark County Prosecutor's Office in their District Court Unit and has been on the Defense Panel for the Benton-Franklin Counties Juvenile Justice Center since August of 2009. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in the approved Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JEFF STAPLES, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Jeff Staples, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Jeff Staples.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112JS001

THIS AGREEMENT is entered into by and between **Jeff Staples**, attorney at law, Washington State Bar Association #40738 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A.** The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **8524 W Gage Blvd, Ste 1, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 396-3034** and **(509) 396-3034** respectively; and Attorney's current office/work e-mail address is **jeffstapleslaw@gmail.com**.

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-22-10 F/C 12-02-10			
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney - Daniel Stovern		Executive Contract <u>xx</u>	
		Pass Resolution <u>xx</u>	
		Pass Ordinance	
		Pass Motion	
		Other	
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Daniel Stovern. Mr. Stovern has served as a criminal defense panel attorney with Phelps and Associates of Spokane, Washington, as a legal intern at the Spokane County's Prosecutor's Office and has been on the Benton-Franklin Counties Juvenile Justice Center since January of 2009. This negotiated Professional Service Agreement meets the current Office of Public Defense standards.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in the approved Juvenile Court's budget.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DANIEL STOVERN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Daniel Stovern, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Daniel Stovern.

DATED this 22nd day of November 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2nd day of December 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1112DS001

THIS AGREEMENT is entered into by and between Daniel Stovern attorney at law, Washington State Bar Association #40253 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **404 Bradley Blvd, Suite 202, Richland, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 380-0210** and **(509) 380-0210** respectively; and Attorney's current office/work e-mail address is **daniel@stovernlaw.com**.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE IN ORDER TO ACCEPT GRANT FUNDING

WHEREAS, Benton County, through the Benton County Office of Public Defense, has applied for, and received, grant funding from the State Office of Public Defense;

WHEREAS, the State Office of Public Defense has mandated that a user agreement be executed before Benton County may receive and use said grant funding;

WHEREAS, the Indigent Defense Coordinator has reviewed the grant funding agreement, has recommended approval as to form and has confirmed that the stipulated permissible uses of the grant funding correspond with the current and on-going activities of the Benton County Office of Public Defense;

NOW THEREFORE, BE IT RESOLVED THAT the proposed grant funding agreement between the State of Washington Office of Public Defense and Benton County be executed as presented and further 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

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Recipient –RCW 10.101.070 Funds Benton County 620 Market Street Prosser, WA 99350</p>	<p>2. Recipient Representative Eric Hsu Indigent Defense Coordinator 7122 West Okanogan Place, Building A Kennewick, WA 99336</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Distribution Amount \$156,044.00</p>	<p>6. Use Period January 1, 2011 through December 31, 2011</p>
<p>7. Purpose Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2011 and end December 31, 2011. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p>FOR THE RECIPIENT</p> <p>_____</p> <p>Name, Title</p> <p>_____</p> <p>Date</p>	<p>FOR OPD</p> <p>_____</p> <p>Joanne I. Moore, Director</p> <p>_____</p> <p>Date</p>

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 11/15/10 ²² Subject: UEBT Agreement – Courthouse Union Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

See resolution.

SUMMARY

Please sign resolution.

RECOMMENDATION

Please sign the resolution and original Acceptance of Trust Agreement for UEBT.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) ACCEPTANCE OF TRUST AGREEMENT FOR THE COURTHOUSE UNION, AFSCME LOCAL 874HC.

WHEREAS, the effective date of this agreement is May 1, 2010; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the UEBT Acceptance of Trust Agreement for the Courthouse union.

Dated thisday of 20

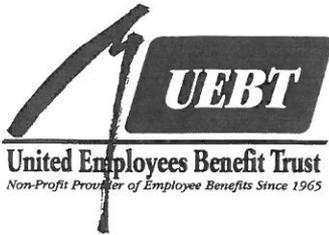
Chairman of the Board

Chairman Pro Tem

Member

Attest.
Clerk of the Board
cc: Personnel, Payroll

Constituting the Board of County
Commissioners of Benton County,
Washington



ACCEPTANCE OF TRUST AGREEMENT (REPRESENTED GROUP)

THE UNDERSIGNED acknowledges receipt of the Trust Agreement of the United Employees Benefit Trust (formerly the United Teamsters Welfare Trust), entitled "United Teamsters Welfare Trust Agreement and Declaration of Trust" (hereinafter referred to as the Trust Agreement) and the Certificate of Benefits of the Trust. The undersigned Employer or Union, by execution of this Acceptance Agreement, consents to and accepts the terms, conditions and provisions of the Trust Agreement and Certificate of Benefits, in each case as currently constituted or hereafter amended. This acceptance shall be considered effective and operative upon written acceptance by the Administrator of the United Employees Benefit Trust endorsed hereon. Accordingly, the undersigned Employer or Union agrees that the Trustees named in the Trust Agreement and Declaration of Trust are and shall be his or its representative, and said Employer or Union consents to be bound by the acts of said Trustees, successor trustees, and alternate trustees, pursuant to the provisions of said Trust Agreement.

The undersigned Employer agrees, during the life of this Agreement, to remit 100% of the premium set by the Trustees for each and every medical or related benefit plan identified in each and every collective bargaining agreement between the undersigned Employer and the Union providing for contributions to the Trust.

The Employer further agrees to remit premiums for 100% of the employees in the bargaining units established by each and every collective bargaining agreement providing for contributions to the Trust, except that no premium need be paid for an employee who has opted for Employer sponsored coverage through an HMO as authorized by state law.

This Acceptance of Trust Agreement shall terminate and become inoperative as to any and all action taken by the Trustees thereafter from and after the date when said Employer or Union has no collective bargaining agreement to which he or it is a party providing for payments into the United Employees Benefit Trust, provided that this Acceptance of Trust Agreement shall remain in effect during successive collective bargaining agreements, notwithstanding any hiatus between said agreements.

The undersigned as signatory hereto, and on behalf of its employees and/or members agrees that acceptance by the Trust of this Agreement does not confer any equitable or legal interest in present or future corpus or income of the Trust; and further, the undersigned as signatory hereto, and on behalf of its employees and/or members waives any equitable or legal claim which it may have to any Trust funds of whatever description, including but not limited to, present or future reserves or an increase in reserves, if and when said signatory discontinues further contributions to the Trust (in the case of a signatory employer); or (in the case of a signatory union) a signatory employer ceases to make contributions on behalf of employees represented by said union.

The undersigned Employer agrees to continue to contribute to the Trust for the employees covered by its current Collective Bargaining Agreement for the term of the Agreement; provided that the Employer's obligations pursuant to this sentence shall cease on the termination date of the current or successor collective bargaining agreement; or three years from the effective date of said collective bargaining agreement, whichever occurs earlier.

The parties hereto agree that damages caused the Trust by any breach of the Employer's obligations set forth in the preceding paragraph would be difficult to calculate. Accordingly the undersigned Employer agrees to pay liquidated damages in the event of breach in the amount of 10% of the total monthly contributions the Trust would have received but for the breach, plus the Trust's reasonable attorney fees and costs incurred in any lawsuit to enforce the obligations set forth in this and the preceding paragraph. The Trustees in their sole discretion shall decide whether or not to enforce the preceding paragraph.

Benton County
Employer

(Signature)

PO Box 470
Prosser WA 99350

Name and Title

Date

AFSCME Local 874HC, Council 2
Union

(Signature)

PO Box 1246
Walla Walla WA 99362

(Name and Title)

Date

Number of Employees: **90**

Effective Date: **May 1, 2010**

Acceptance of the United Employees Benefit Trust by the above named Employer or Union is hereby acknowledged and approved.

THE TRUSTEES OF UNITED EMPLOYEES BENEFIT TRUST

Date: _____

By: _____
Administrator



BENTON COUNTY PROSECUTOR
Civil Division
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 735-3591 Fax (509) 222-3705

FACSIMILE TRANSMITTAL SHEET

TO:

Marilu

FROM:

Shannon Slight for Stephen J. Hallstrom, Deputy Prosecutor

DATE:

November 18, 2010

FAX NUMBER:

786-5625

NO. OF PAGES: (including cover page)

4

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- HARD COPY TO FOLLOW URGENT FOR REVIEW PLEASE COMMENT
-
-

NOTES/COMMENTS:

Attached please find an agenda item for the consent agenda at the 11/22/10 Commissioners' board meeting. Ryan will bring the 4 original CBAs on Monday.

CONFIDENTIALITY NOTICE

The information in this fax message is privileged and confidential. It is intended only for the use of the recipient named above (or the employee or agent responsible to deliver it to intended recipient). If you received this in error, you are notified that any dissemination, distribution, or copying of this fax is strictly prohibited. If you have received this message in error, please notify us by telephone: (509) 735-3591

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	November 22, 2010	Execute Contract	<u> X </u>
Subject:	2010-2012 Juvenile Detention CBA	Pass Resolution	<u> </u>
Prepared by:	Sarah Perry	Pass Ordinance	<u> </u>
Reviewed by:		Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

Before the Board for approval and signature is the 2010-2012 Juvenile Detention Collective Bargaining Agreement (CBA), the significant terms of which have previously been discussed and approved by the Board.

RECOMMENDATION

Approve and sign the 2010-2012 Juvenile Detention CBA.

MOTION

Move to approve and sign the 2010-2012 Juvenile Detention CBA.

JOINT BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT AND TEAMSTERS LOCAL 839, REPRESENTING JUVENILE DETENTION UNIT

WHEREAS, an Agreement has been reached between the Benton and Franklin Counties bargaining team and Local 839 for the 2010-2012 Collective Bargaining Agreement;

WHEREAS, Benton County and Franklin County Boards of Commissioners have previously discussed and approved the significant terms of the Agreement, NOW THEREFORE,

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

APPROVED this ____ day of November, 2010. **APPROVED** this ____ day of November, 2010.

**BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON**

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chairman

Chairman

Member

Member

Member

Member

Attest:

Attest:

Clerk to the Board

Clerk to the Board

Originals: Benton County Commissioners
Franklin County Commissioners
Local 3962
Juvenile Justice Administration

2010-2012 AGREEMENT

Between

BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT

and the

**TEAMSTERS LOCAL NO. 839,
WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION**

Representing JUVENILE DETENTION UNIT

Original: Benton County Commissioners
Franklin County Commissioners
Local 839
Juvenile Justice Administration

c: Steve Hallstrom
Ryan Verhulp
Personnel
Benton County Auditor's Office

u

Exhibit "B"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE COLUMBIA IRRIGATION DISTRICT AND BENTON COUNTY

WHEREAS, Benton County and the Columbia Irrigation District (CID) desire to enter into an Interlocal Cooperative Agreement, and

WHEREAS, an Interlocal Cooperative Agreement allowing CID to obtain quarry rock from Owens Quarry R-87 has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the Columbia Irrigation District, and

WHEREAS, the Public Works Manager has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Cooperative Agreement by and between the Columbia Irrigation District and Benton County is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

SWB

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the Columbia Irrigation District, whose address is Columbia Irrigation District; 10 E. Kennewick Avenue; Kennewick, WA 99336 (hereinafter "CID") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County" or "the County").

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

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property, and

WHEREAS, the County owns and controls a certain quarry, commonly referred to as the Owens Quarry R-87, in Benton County, and CID has control and operation of certain irrigation facilities located in Benton County, and

WHEREAS, periodically CID requires quarry rock for the operation and maintenance of CID facilities and,

WHEREAS, CID is desirous of obtaining quarry rock and,

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to set forth the terms by which CID may obtain quarry rock from the County.
2. **Administration:** No new or separate legal or administrative entity is created to administer the provision of this agreement. A joint board consisting of the CID Secretary Manager, or his designee, and County's County Administrator, or his designee, shall administer this agreement. All actions shall require the unanimous approval of the joint board.
3. **Scope:** This agreement is subject to the following:
 - a. CID shall have the privilege of removing quarry rock from the Owens Quarry R-87 at times in the manner and in such quantity as is convenient to CID, provided such removal shall not interfere with County's operation and use of the quarry site.
 - b. The parties agree that for the purposes of this agreement, the value of the quarry rock removed from the County pit by CID shall be \$0.60 per cubic yard of material.

CID agrees to maintain an accurate record of the rock, which it removes. During the first week of January each year, CID shall provide the County with a report of the quantity of rock removed from the previous year. Payment for the rock shall be paid by January 31 of each year.

- c. Upon completion of each removal of material, CID agrees to reshape the area of work with side slopes not exceeding 2:1.
4. **Duration Of Agreement - Termination:** This agreement shall remain in force until December 31, 2010. By mutual agreement, this agreement may be extended annually four (4) times until December 31, 2014. To extend the agreement, both parties must sign an addendum to the original agreement acknowledging any changes to the original agreement and the new date of termination. Either party may terminate the agreement by serving written notice of termination on the other party sixty days (60) prior to the date of termination.
5. **Compliance With Legal Requirements:** Each party shall comply with federal, state and local laws and regulations.
6. **Filing:** Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.
7. **Non-Delegation/Non-Assignment:** Neither party may delegate the performance of any contractual obligation to a third party unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld.
8. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
9. **Indemnity:** CID shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of CID's acts, errors or omissions in the performance of this agreement. Provided, that CID's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

10. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
11. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
12. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
13. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
14. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Steve Becken, Public Works Manager
 Benton County Public Works
 P.O. Box 1001
 Prosser, WA 99350-0954

To Columbia Irrigation District

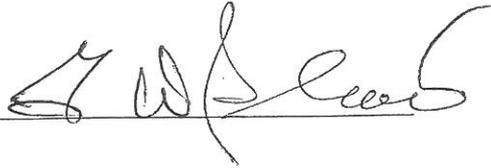
Keith Martin, Secretary Manager
 Columbia Irrigation District
 10 E. Kennewick Avenue
 Kennewick, WA 99336

15. **Evidence of Authority.** Upon execution of this Agreement, the Columbia Irrigation District shall provide Benton County and Benton County shall provide the Columbia Irrigation District with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (CID) and **Exhibit "B"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

COLUMBIA IRRIGATION DISTRICT

BENTON COUNTY,
WASHINGTON

By: 

By: _____
Chairman, Board of County
Commissioners

Attest: 
Executive Secretary

Attest: _____
Clerk of the Board

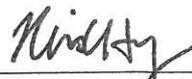
Date: 10/21/10

Date: _____

Approved as to form:

Approved as to form:


Attorney for Columbia Irrigation
District WSBA #14080


Benton County Prosecuting Attorney

Date: 11/2/10

Date: 11/15/10

Exhibit "A"

RESOLUTION 2010-01

BEFORE THE BOARD OF DIRECTORS OF COLUMBIA IRRIGATION DISTRICT:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE COLUMBIA IRRIGATION DISTRICT AND BENTON COUNTY

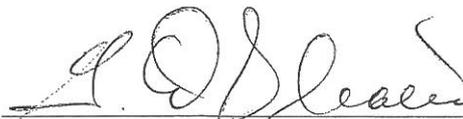
WHEREAS, Benton County and the Columbia Irrigation District (CID) desire to enter into an Interlocal Cooperative Agreement, and

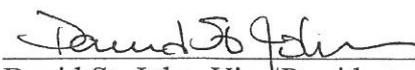
WHEREAS, an Interlocal Cooperative Agreement allowing CID to obtain quarry rock from Owens Quarry R-87 has been prepared and has been Approved as to Form by the Columbia Irrigation District's Attorney, and

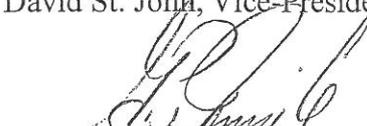
WHEREAS, the District Manager has recommended approval of said Interlocal Agreement,

NOW THEREFORE, BE IT RESOLVED that the Interlocal Cooperative Agreement by and between the Columbia Irrigation District and Benton County is hereby approved and the President is authorized to sign said agreement.

Dated this 15th day of October 2010.

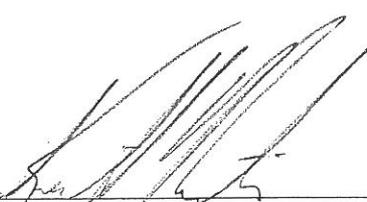

Gerald D. Sleater, President


David St. John, Vice-President


George Janicek, Director


Gary Hutchcraft, Director


James Gose, Director

Attest: 
Keith Martin, Secretary/Manager



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BENTON COUNTY COMPREHENSIVE PLAN AMMENDMENT APPLICATION BY PUBLIC WORKS

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the Six-Year Road Program for the period of 2011 through 2016 was hereby approved on August 30, 2010, and

WHEREAS, two of the projects listed in the Six-Year Road Program are new and must be added to the Benton County Comprehensive Plan as part of the Capital Improvement Projects, and

WHEREAS, an application to add two road projects to the Benton County Comprehensive Plan has been completed and requires the signature of the Chairman of the Board, NOW THEREFORE,

BE IT RESOLVED that Chairman of the Board of Benton County Commissioners is hereby authorized to sign said application.

Dated this 22nd day of November, 2010.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:lss

Benton County Planning Department

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

BENTON COUNTY PLANNING DEPARTMENT APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

File No. _____

1. Applicant's Name | Benton County Public Works

Address | P.O. Box 1001, Prosser, WA 99350

Phone Number | 5097865611

CONTACT PERSON: | Steve Becken, Public Works Manager

2. LEGAL OWNER (S) OF RECORD, if different from applicant: (Attach additional sheet if necessary.)

Owners Name | Benton County

Address |

Phone Number |

Please answer the following questions, if more space is needed please use attachments.

1. Address, parcel number and/or legal description of property: | No parcel numbers available yet. These are only proposed projects.

2. What is the current use of the property?
| Unknown. Projects are proposed only and no preliminary engineering has been completed.

3. What is the existing comprehensive plan designation for the area in which the property is located?
| Unknown. Projects are proposed only and no preliminary engineering has been completed.

4. What is the proposed use of the property?
| Unknown. Projects are proposed only and no preliminary engineering has been completed.

5. State the requested amendment language or proposed plan designation for the property:
| County Road Projects

6. Prepare and attach a site map showing the area in which a plan change is being sought: If the amendment requires a map plan change, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made, lying within or adjacent to the affected area (I. e., including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township and range lines are to be shown and identified If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicate the existing environment designation.

03/17/2009

7. What are the reasons for the requested amendment, include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request:

Adding 2 projects from the Benton County Engineer 6 Year Road Program to the Comprehensive Plan.

8. Include information on the availability and location of utilities and roads, means of providing water and waste disposal, schools, parks, and the availability of sheriff and fire protection services:

Unknown. Projects are proposed only and no preliminary engineering has been completed.

9. Please provide supporting information on how the proposal complies with the comprehensive plan amendment evaluation criteria (see attached):

Proposed county roads from 6 year road program added to Comprehensive Plan

10. Include any other substantiated information that you feel is necessary or relevant for consideration:

Unknown. Projects are proposed only and no preliminary engineering has been completed.

Please use additional pages when required to provide ten (10) resident support signatures:

_____ Applicant's Signature	_____ Printed Name	_____ Date
_____ Signature of Legal Owner's	_____ Printed Name	_____ Date
_____ Signature of Person with Additional Ownership Interest	_____ Printed Name	_____ Date
_____ Signature of Person with Additional Ownership Interest	_____ Printed Name	_____ Date
_____ Signature of Person with Additional Ownership Interest	_____ Printed Name	_____ Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

An application fee of \$300.00 must be submitted with this application. This fee is non-refundable. Please make check payable to Benton County Treasurer.

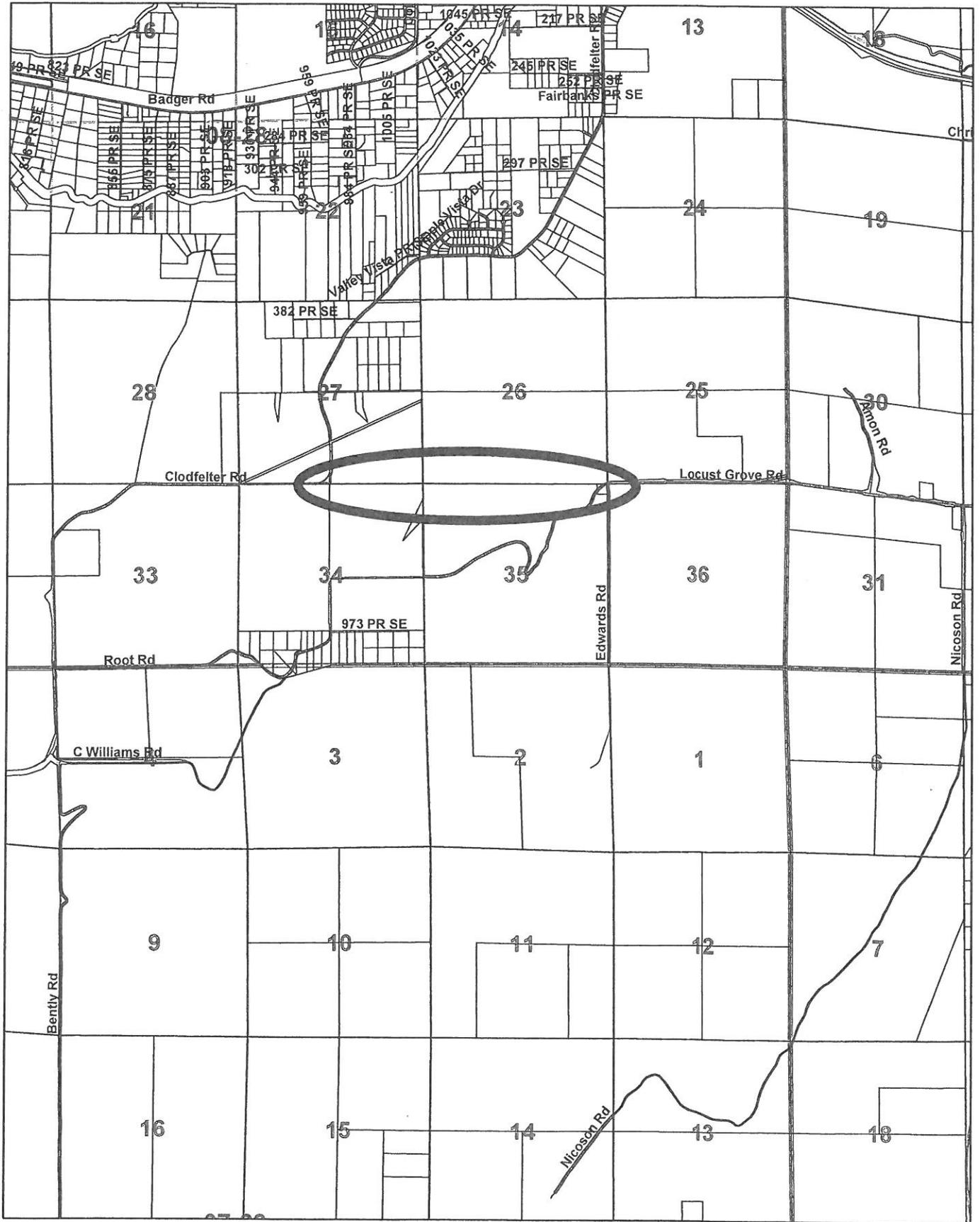


BENTON COUNTY
GEOGRAPHIC
INFORMATION
SYSTEMS
DEPARTMENT

Locust Grove Road
Clodfelter Rd to Edwards Rd
Vicinity Map

No Scale

Benton County does not warrant, guarantee, or accept any liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranties, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a preliminary product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



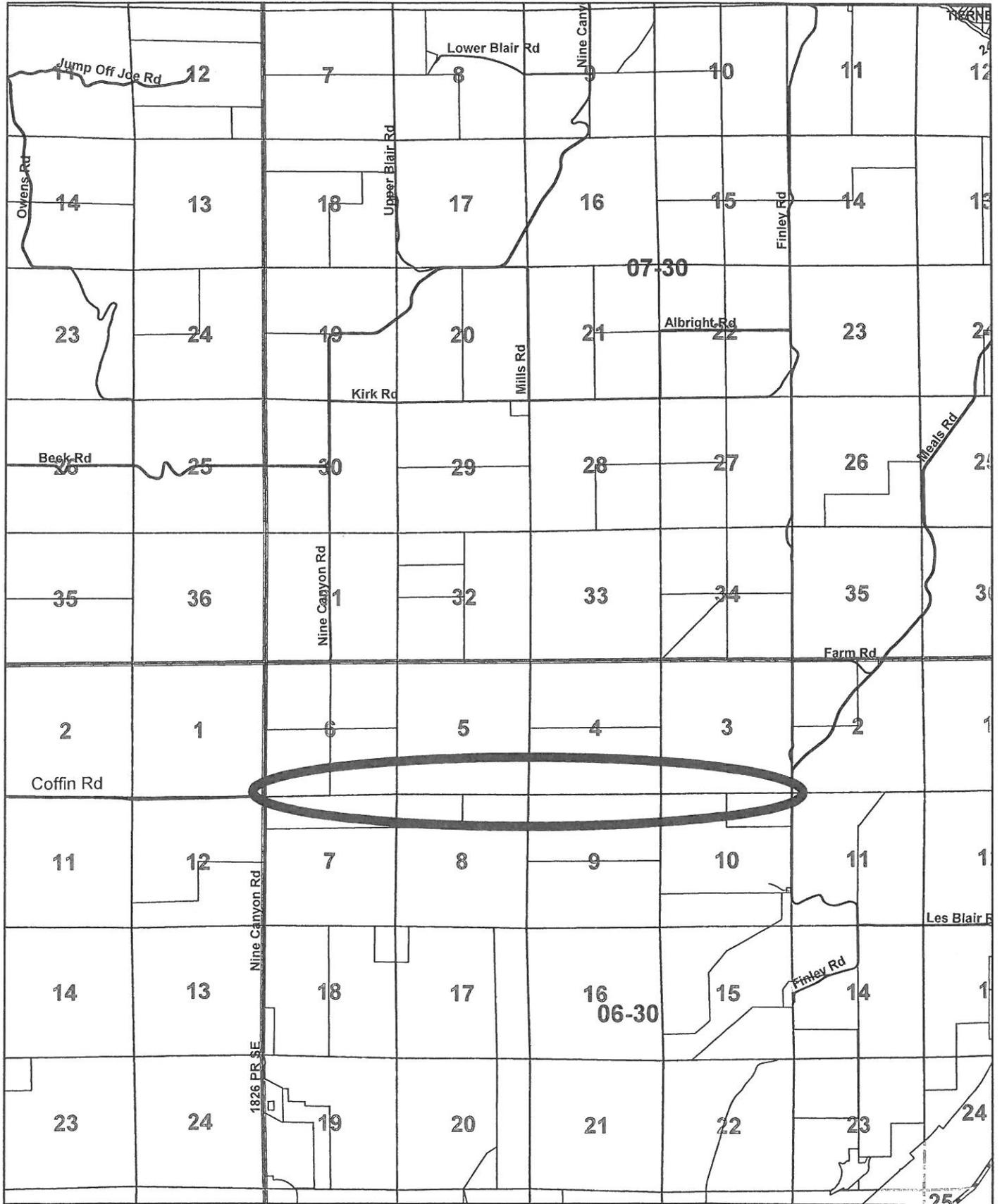


BENTON COUNTY
GEOGRAPHIC
INFORMATION
SYSTEMS
DEPARTMENT

Coffin Road Nine Canyon to Meals Vicinity Map

No Scale

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W

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1936 VAC AND CE 1937 VAC PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY OF OLD INLAND EMPIRE HIGHWAY LOCATED IN SECTION 36, TOWNSHIP 9 NORTH, RANGE 24 EAST, W.M., AND ALSO IN SECTION 28, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M.

WHEREAS, Benton County has completed road construction projects at two intersections on Old Inland Empire Highway, and due to the construction, now have excess of right of way; and

WHEREAS, the County Engineer has deemed it pertinent to vacate and abandon a portion of unimproved County Right of Way at these two locations, said vacations being triangular in shape and both lying southeasterly of the newly rebuilt intersection; and

WHEREAS, the road right of way, was deeded to the County as STATE HIGHWAY. NO. 3 and filed under Auditor Fee Number 282994, which is located in Section 36, Township 9 North, Range 24 East, W.M. and also in Section 28, Township 9 North, Range 25 East, W.M.; NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing be held at 9:05 a.m., Monday, January 3, 2011 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 22nd day of November, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:lss



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1939 VAC PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY OF WEBBER CANYON ROAD, 2ND STREET, 3RD STREET, AND NEWTON AVENUE, ALL LOCATED IN THE PLAT OF CORRECTED PLAT OF KELSO'S FIRST ADDITION OF KIONA LOCATED IN SECTION 19, TOWNSHIP 9 NORTH, RANGE 27 EAST, W.M.

WHEREAS, Benton County has completed a road construction project in the Plat of Kelso's First Addition of Kiona as part of Webber Canyon Road Projects CE 1917 CRP and also CE 1620 CRP, and due to the construction, now have excess of right of way; and

WHEREAS, the County Engineer has deemed it pertinent to vacate and abandon various portions of unimproved County Right of Way at within this plat, and

WHEREAS, the road rights of ways proposed for vacation were obtained in several ways, and

WHEREAS, one way being a portion being deeded to the County in the Corrected Plat of Kelso's First Addition to Kiona in Volume 8 of Plats, Page 89; a second way being, that Webber Canyon Road was formed as an Establishment on August 15, 1906; and the third way being that Benton County was required to purchase right of way as deemed uneconomic remnant due to the project alignments for CE 1917 CRP and CE 1620 CRP, of which all these right of ways are located in Section 19, Township 9 North, Range 27 East, W.M.; NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing be held at 9:10 a.m., Monday, January 3, 2011 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 22nd day of November, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:lss

RESOLUTION

Y

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF TWO (2) NEW CURRENT PRODUCTION TWO-AXLE DIESEL POWERED TRUCK CAB AND CHASSIS

WHEREAS, it is the intention of the Board of County Commissioners to purchase for the County Road Department Two (2) New Current Production Two-Axle Diesel Powered Truck Cab and Chassis suitable for use as a platform capable of mounting a 5-6 yard scissor bed type dump body/sanding unit; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to schedule and advertise a bid date for the purchase of Two (2) New Current Production Two-Axle Diesel Powered Truck Cab and Chassis.

Dated this 22nd day of November, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

MJB:LJM:slc

Z

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF ONE (1) NEW CURRENT PRODUCTION TWO (2) AXLE TRAILER MOUNTED HIGH PRESSURE WATER JET SEWER/CULVERT PIPE-CLEANING MACHINE, KNOWN AS A TRAILER MOUNTED JET RODDER

WHEREAS, it is the intention of the Board of County Commissioners to purchase for the County Road Department one (1) new current production two (2) axle trailer mounted high pressure water jet sewer/culvert pipe-cleaning machine; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to schedule and advertise a bid date for the purchase of one (1) new current production two (2) axle trailer mounted high pressure water jet sewer/culvert pipe-cleaning machine.

Dated this 22nd day of November, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

MJB:LJM:slc

aa

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: C.E. 1928 ERR - CRUSHING AND STOCKPILING 2011

WHEREAS, it is the intention of the Board of County Commissioners to crush and stockpile surfacing materials for road construction and maintenance functions; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for C.E. 1928 ERR - Crushing and Stockpiling 2011.

Dated this 22nd day of November 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:MJG:slc

bb

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

RESOLUTION

CC

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 09 860 WHICH AWARDED THE PERSONAL SERVICE CONTRACT TO WASHINGTON COMMUNICATIONS LLC, DOING BUSINESS AS DAY WIRELESS SYSTEMS, FOR SERVICES AND SUPPORT TO COUNTY COMMUNICATION AND PUBLIC SAFETY SYSTEMS, CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENTS 118, 120, 121, AND 125, AND WORK CREW REPLACEMENT FUND NUMBER 0151-101

WHEREAS, Resolution 09 860 authorizes payment from Current Expense Fund number 0000-101, departments 118, 120, 121, and 125, and Work Crew Replacement Fund number 0151-101 and;

WHEREAS, the Benton County Sheriff's Office also process payment for services out of the Canine/Boat Fund 0127-101 and Sheriff Investigative Fund 0126-101; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby amends Resolution 09 860 and authorizes payments for services provided by Washington Communication LLC, doing business as Day Wireless Systems from Current Expense Fund number 0000-101, departments 118, 120, 121, and 125, Work Crew Replacement Fund number 0151-101, Canine/Boat Fund 0127-101 and Sheriff Investigative Fund 0126-101.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Day Wireless.

Prepared by J. Thompson

9:05 am

Public Hearing

**Adoption of Biennium
Budgets**

K Mercer