

*September 20,
2010*

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
September 13, 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 Kely; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Facilities Manager Roy Rogers; Steve Becken, Malcolm Bowie, Bryan Thorp, and Larry Moser, Public Works; Personnel Manager Melina Wenner; District Court Judge Terry Tanner; District Court Administrator Jacki Lahtinen; Planning Manager Mike Shuttleworth; Deputy Treasurer Erhiza Rivera; DPA Ryan Brown; Sue Schuetze, Public Works; Juvenile Administrator Sharon Paradis; Auditor Brenda Chilton; Steve Brown and Ken Williams, Building Department; RJ Lott, Planning.

Workshop Agenda

District Court – Pro Tem Issues

Judge Terry Tanner said that he and Jacki Lahtinen were at the meeting to answer any questions or concerns about the request for line item transfer. He said the need for pro tem money had not changed at all because they still had a total of five judicial officers and that is how they covered district court. As an example, he said they had six courtrooms running today, but only five judges to cover. Another use is when there is a conflict case, when judges are on vacation, sick, or training and conferences. He said that need had not changed from three judges and two court commissioners. Additionally, he said they now had the flexibility to have more judges cover cases so no one can object to a court commissioner hearing a case. He stated since they started the year with zero, they have tried to reduce the need and reduce the cost and judges have been accepting double dockets. He said they were going to need the majority of the money in the latter part of the year. He said there was a statute that allowed 30 days pro tem per year for each judge, in addition to vacation, etc. and then a judge had to repay the pro tem cost.

Commissioner Bowman asked about the hours required of a judge. Judge Tanner said they were full-time judges and it was not a 35-hour week, but however long it took to do the job; they did not punch a clock. Commissioner Bowman asked what other counties in worse shape were doing about required funding. Judge Tanner said he was not saying by law you have to fund anything; just saying if they used more than 30 pro tem days the judge had to pay that back. He

said they didn't have to hire a pro tem each time and they were trying to cover the dockets. The funding level they were asking for was less than what was asked for in the past. He added that they have three new judges with a philosophy they were going to do what they could to be flexible.

WSAC

Commissioner Bowman said the WSAC Board would be meeting this week and they would be proposing a 15% decrease in dues and that he would vote in favor.

Symposium – Budget

Commissioner Bowman reported on the budget symposium, said it went well and that problems seem to be the same in all counties.

Livable Communities Conference

Commissioner Bowman asked if the County wanted to have someone present and the Board said it would review the issue.

Conservancy Board - Legislature

Commissioner Bowman said there would be a meeting in Chelan regarding this legislature and that he would not be able to attend and asked the other members if they could be present. Chairman Beaver said he would check his schedule.

Public Works - Hanks Road Project (Crosby to Aller)

Steve Becken provided an update on this project and said the actual shortfall could exceed \$200,000. He provided three options and asked the Board for some direction. Commissioner Benitz said he wanted to work with Mr. Sparks and bring back a 4th option and would have it for next week's meeting. The Board agreed

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

Approval of Minutes

The Minutes of August 30, 2010 were approved.
The Minutes of September 1, 2010 were approved.

Consent Agenda

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

Animal Control

- a. Line Item Transfer, Fund No. 0000-101, Dept. 137

Auditor

- b. Addendum to Warranty, Support and Lease Agreement w/Hart Intercivic

Commissioners

- c. Line Item Transfer, Fund No. 0000-101, Dept. 115
- d. Line Item Transfer, Fund No. 0142-101, Dept. 000

Fairgrounds

- e. Contract Amendment w/Cut Above

Human Services

- f. Contract Amendment, #07/10-HGAP-CAC-4, w/BF Community Action Committee
- g. Contract Amendment, #0963-68016-03, w/Division of Alcohol & Substance Abuse

Juvenile

- h. Food Service Contract Amendment w/Aramark Correctional Services

Office of Public Defense

- i. Termination of Professional Services Agreement w/S Ajax

Personnel

- j. Line Item Transfer, Fund No. 0504-101, Dept. 000

Planning

- k. Appointment of M Reis to the Benton County Planning Commission

Public Works

- l. Execution of Contract for Pavement Marking 2010
- m. Funding Authorization to Proceed for Pavement Marking 2010
- n. Consultant Agreement for Appraisal Services

Sheriff

- o. Contract Amendment w/Watch Systems, LLC
- p. Contract Extension Agreement w/Consolidated Food Management, Inc.
- q. Authorization to Purchase from Bob Barker Company, Inc.; Amending Resolution 09-896
- r. Ammunition Purchase Agreement From the WA State Contract, No. 10903
- s. Salary Request Statement

Public Hearing - Right of Way Vacation – Christy Road

Sue Schuetz summarized the request for vacation and that she received only one comment from the adjacent landowner and she was in favor of the vacation (read letter into record). Public Works recommended the right of way be vacated with the condition of the owner granting a 20-foot easement to the adjacent landowner.

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

MOTION: Commissioner Benitz moved to approve the vacation of right of way with the condition that a 20-foot easement be granted to Sharon Gray and recorded with 30 days. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

District Court – Line Item Transfer Discussion

Commissioner Bowman said they were still have problems funding Juvenile and did not feel he could say yes to this request and no to Juvenile. He said he appreciated the information provided, however, could not approve the line item transfer.

Commissioner Benitz said it appeared that personnel was addressing issues and the County had a good District Court Judge program, but after reviewing discussion at the last budget workshop, could not support it at this time.

Chairman Beaver said he would concur with his colleagues at this point.

Supplemental Appropriations - Review

Juvenile Facilities - \$61,685

Commissioner Benitz said he agreed to go to public hearing, providing that Franklin County also agreed. The Board agreed with Commissioner Benitz.

Current Expense, Dept. 115 - \$44,413

The Board agreed to go to public hearing.

Juvenile Operations - \$13,765

Commissioner Bowman said yes to public hearing. Commissioner Benitz said yes to computers, but no to retirement. Chairman Beaver asked if the retirement was a requirement. Mr. Sparks said it was a PERS 1 employee and the County had to pay the excess. Chairman Beaver said he agreed to go to public hearing on both items.

Current Expense, Dept. 115 - \$5,856

The Board agreed to go to public hearing with Commissioner Benitz opposing.

Juvenile Operations - \$66,681

Commissioners Bowman and Benitz denied the issue to go to public hearing. Chairman Beaver said he was in favor of it and explained the department was at the forefront of what the County should be doing as a government agency because they had asked agencies to be tough on crime. He said if the bi-county formula wasn't providing services, then maybe Benton County should own the building and sell services to Franklin County.

Current Expense – Dept. 115 - \$46,677

Both Commissioner Bowman and Benitz denied the supplement for public hearing with Chairman Beaver voting in favor.

Current Expense - OPD - \$287,651

Approved for public hearing.

Sheriff Custody- \$9,211

The Board denied for public hearing, stating they could find it in their budget.

Juvenile Budget Discussion

Commissioner Bowman said this could be addressed at a later time if it became a public safety issue and the County could fund it later if the money was available. He said they could take a serious look at it during the budget process.

Commissioner Benitz agreed the Board should look at new ideas for funding and he was ready to revisit the issue of funding services for Benton County Juvenile Justice.

Current Expense - District Court - \$35,000

The Board denied for public hearing.

Current Expense - Sheriff Patrol - \$23,474

Approved for public hearing.

Current Expense - Sheriff Patrol - \$4,180

Approved for public hearing.

Central Services - \$4,180

Approved for public hearing.

Current Expense, Dept. 115 - Cash Carry Forward - \$5,662,083

Approved for public hearing.

Current Expense – Sheriff Custody - \$170,000

Denied for public hearing.

Current Expense - Sheriff Patrol - \$64,165

Approved for public hearing.

Current Expense - Sheriff Patrol - \$8,317

Approved for public hearing.

Current Expense - Superior Court - \$2,505

Approved for public hearing.

Noxious Weed - \$24,809

Approved for public hearing.

Election Reserve - \$35,772

Approved for public hearing.

Central Services - \$47,500

Approved for public hearing.

Central Services - \$2,650

Approved for public hearing.

Central Services - \$3,290
Approved for public hearing.

Central Services - \$3,100
Approved for public hearing.

Central Services - \$27,240
Approved for public hearing.

Central Services - \$50,000
Approved for public hearing.

Short Plat Ordinance Amendment/Fire Code

Mike Shuttleworth, Steve Brown, Ken Williams, and Ryan Brown presented proposed amendments to ordinances since the last workshop on the issue and specifically discussed the following:

Access Easements

Ken Williams said they were making it clear in the ordinance the County was not responsible for maintenance of the easements.

Extension Time

Commissioner Benitz asked about the time allowed for an extension. The Board agreed it would be one-year, with an additional one-year extension for a total of two years.

Improvements

Ryan Brown suggested the language "initial" be added as follows regarding gravel on the easement: minimum acceptable "initial" improvement. He said that way it was a requirement at the beginning, but clear the County was not going to monitor nor regulate the requirement. The Board agreed with that language.

Ken Williams said this did not address single-family homes and that would need to be addressed in a separate ordinance.

Commissioner Benitz said he was not ready to go to public hearing and wanted some time to discuss the issue with Mr. Sparks before proceeding ahead. The Board agreed.

Chief Spring (via/videoconference) said this new ordinance appeared to be an attempt by the County to exempt itself from the fire code. He said it appeared to him the County was responsible for enforcing those issues and he asked that they have the State Building Code Council review the proposed changes. He said he called the State Building Code Council and

they would not be able to look at it until mid-October, however, he would be sending the proposed changes to them.

Letter to Fair Board

Adam Fyall presented a letter to the Fair Board regarding issues about the live entertainment at the 2010 Fair. The Board agreed to send the letter.

Claim for Damages

CC 08-02A: Received 09/07/2010 from Roy Springer
CC 2010-11: Received 09/13/2010 from Brett Charlton

Vouchers

Check Date: 08/31/2010
Warrant #: 17570
Total all funds: \$3,577.57

Check Date: 09/03/2010
Warrant #: 17573-17720
Total all funds: \$6,564.05

Check Date: 09/03/2010
Warrant #: 17737-17942
Total all funds: \$1,359,474.20

Check Date: 09/03/2010
Warrant #: 231032-231170
Direct Deposit #: 56921-57504
Total all funds: \$2,070,488.68
Check Date: 09/03/2010
Warrant #: 17943-17981
Taxes #: 10110091-10110093
Total all funds: \$1,787,693.32

Check Date: 09/10/2010
Warrant #: 18105-18373
Total all funds: \$286,769.12

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

Resolutions

- 10-510 Line Item Transfer, Fund No. 0000-101, Dept. 137
- 10-511 Addendum to Warranty, Support and Lease Agreement w/Hart Intercivic
- 10-512 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 10-513 Line Item Transfer, Fund No. 0142-101, Dept. 000
- 10-514 Contract Amendment w/Cut Above
- 10-515 Contract Amendment, #07/10-HGAP-CAC-4, w/BF Community Action Committee
- 10-516 Contract Amendment, #0963-68016-03, w/Division of Alcohol & Substance Abuse
- 10-517 Food Service Contract Amendment w/Aramark Correctional Services
- 10-518 Termination of Professional Services Agreement w/S Ajax
- 10-519 Line Item Transfer, Fund No. 0504-101, Dept. 000
- 10-520 Appointment of M Reis to the Benton County Planning Commission
- 10-521 Execution of Contract for Pavement Marking 2010
- 10-522 Funding Authorization to Proceed for Pavement Marking 2010
- 10-523 Consultant Agreement for Appraisal Services
- 10-524 Contract Amendment w/Watch Systems, LLC
- 10-525 Contract Extension Agreement w/Consolidated Food Management, Inc.
- 10-526 Authorization to Purchase from Bob Barker Company, Inc.; Amending Resolution 09-896
- 10-527 Ammunition Purchase Agreement From the WA State Contract, No. 10903

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

Clerk of the Board

Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelly
Deputy County Administrator

CANVASSING BOARD APPOINTMENT

I, Jim Beaver, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the General Election to be held on November 2, 2010. I will serve for the timeframe of October 13 through November 23, 2010.

DATED this _____ day of September 2010.

JIM BEAVER
Chair, Board of County Commissioners

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
DEPARTMENT OF HUMAN SERVICES FUND NUMBER 0108-101,
DEPARTMENT NUMBER 560.

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: Human Services; Auditor; File

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

COPY 

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution to recognize Joel Chavez as the Substance Abuse County Coordinator	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Maria Loera		

BACKGROUND INFORMATION

The previous Director had delegated the responsibility of county coordinator duties which requires recognition by the legislative authority. The Administrator would like to recognize Joel Chavez, Substance Abuse Program Specialist as the Substance Abuse County Coordinator for Benton and Franklin Counties. The County Coordinator shall report to the Administrator of Human Services.

RECOMMENDATION

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

FISCAL IMPACT

There is no fiscal impact.

MOTION

To approve signing the resolution to recognize Joel Chavez as the Substance Abuse County Coordinator for Benton and Franklin Counties and to authorize the Chairs to sign on behalf of their respective Board.

JOINT RESOLUTION

Franklin County Resolution Number _____

Benton County Resolution Number _____

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

**IN THE MATTER OF EXECUTION OF A RESOLUTION TO RECOGNIZE JOEL CHAVEZ AS
THE SUBSTANCE ABUSE COUNTY COORDINATOR FOR BENTON AND FRANKLIN
COUNTIES,**

WHEREAS, the previous Director had delegated this responsibility; and

WHEREAS RCW 70.96A.310 requires recognition by the legislative authority; and

WHEREAS, the county coordinator is required under RCW; NOW THEREFORE,

BE IT RESOLVED that Joel Chavez shall be recognized as the Substance Abuse County
Coordinator for Benton and Franklin Counties; and

BE IT FURTHER RESOLVED that the County Coordinator shall report to the Administrator of
Human Services, and

BE IT FURTHER RESOLVED that the Chairman 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

Dated this day of , 2010.

Dated this day of , 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair Pro Tem

Chair Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Benton and Franklin Co. Commissioners

Loera

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

COPY
d

AGENDA ITEM	TYPE OF ACTION NEEDED	
Grant # WA0072C0T010802 with US Department of Housing and Urban Development (HUD)	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Maria Loera	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The United States Department of Housing and Urban Development (HUD) would like to renew the Shelter Plus Care Grant with the Benton and Franklin Counties Department of Human Services.

SUMMARY

Award: \$92,220.00

Period: November 1, 2010 through October 31, 2011.

Funding Source: United States Department of Housing and Urban Development

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the United States Department of Housing and Urban Development. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing the Shelter Plus Care Grant Renewal #WA0072C0T010801 and authorize the Chairs to sign on behalf of the Boards.

JOINT RESOLUTION

Benton Co. Resolution No. _____

Franklin Co. Resolution No. _____

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

IN THE MATTER OF EXECUTION OF AN AGREEMENT FOR THE RENEWAL OF GRANT #WA0072C0T010802 BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES.

WHEREAS, the Department of Human Services would like to continue receiving grant funding from the U.S. Department of Housing and Urban Development for Shelter Plus Care; and

WHEREAS, the maximum consideration is \$92,220; and

WHEREAS, the grant shall be effective for the period November 1, 2010 through October 31, 2011; **NOW THEREFORE**

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

BE IT FURTHER RESOLVED that the Chairman 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 Agreement with the U.S. Department of Housing and Urban Development for Shelter Plus Care.

Dated thisday of, 2010

Dated thisday of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair Pro-Tem

Chair Pro-Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

cc: Human Services
Franklin Co. Commissioners

Loera

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Lease Addendum with McCausland/Sonju J/V	<input checked="" type="checkbox"/> Execute Agreement	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Maria Loera	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The purpose of this Lease Agreement between the Department of Human Services and McCausland/Sonju J/V is to extend the lease of the building at 2635 W. Deschutes Avenue for one (1) year. Benton and Franklin Counties Crisis Response and Substance Abuse Assessment Center are currently housed in the building.

SUMMARY

Award: \$4,184.20 per month
Period: November 1, 2010 through October 31, 2011
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve the Lease Addendum with McCausland/Sonju J/V, and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

**IN THE MATTER OF EXECUTION OF EXTENDING THE LEASE AGREEMENT BETWEEN
MCCAUSLAND/SONJU J/V AND BENTON AND FRANKLIN COUNTIES DEPARTMENT
OF HUMAN SERVICES,**

WHEREAS, the Benton and Franklin Counties Crisis Response Unit and Substance Abuse Assessment Center are housed at 2635 W. Deschutes Avenue, Kennewick, WA; and

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to extend the lease for the property for one year; and

WHEREAS, the rent shall be subject to a consumer price index adjustments to the monthly rental fees; **NOW THEREFORE**,

BE IT RESOLVED that the Chairman 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 attached lease addendum.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Franklin County, Benton County

Loera

f

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 09-13-10 F/C 09-22-10		
SUBJECT: Truancy Contract for Kennewick School District for 2010 2011 School Year		
Prepared By: Donna A Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2010, through June 30, 2011), the Kennewick School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2010, through July 31, 2011.

SUMMARY

Kennewick has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Kennewick School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Kennewick School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KENNEWICK SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Kennewick School District, in the amount of \$33,778.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2010 and terminating on July 31, 2011, NOW, THEREFORE

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

DATED this 13th day of September 2010.

DATED this 22nd day of September 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

RESOLUTION

9

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT,
#BCDC1113DEH001 WITH ATTORNEY DAWN E HICKMAN ("ATTORNEY") TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113DEH001, for professional services in Benton County District Court, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113DEH001**

THIS AGREEMENT is entered into by and between **Dawn E Hickman**, attorney at law, Washington State Bar Association # **32597** ("Attorney") dba **Hickman and Poland, PLLC**; and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **execution date stated below**, 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) 582-3291** and **(509) 582-6484** respectively; and Attorney's current office/work e-mail address is **Dhickman302@yahoo.com**.

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

RESOLUTION

h

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT #BCDC1113RGH001 WITH ATTORNEY RAYMOND G HUI (“ATTORNEY”) TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113RGH001, for professional services in Benton County District Court, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113RGH001**

THIS AGREEMENT is entered into by and between **Raymond G. Hui**, attorney at law, Washington State Bar Association # **22821** ("Attorney") dba **Hui Law LLC**; and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **the execution date stated below**, 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 **710 1/2 The Parkway, Richland, WA 99352** Attorney's current local office telephone and fax numbers are **(509) 943-0654** and **(509) 943-8565** respectively; and Attorney's current office/work e-mail address is **rhuilaw@owt.com**.

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

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT,
#BCDC1113SWJ001 WITH ATTORNEY SCOTT W JOHNSON ("ATTORNEY") TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113SWJ001, for professional services in Benton County District Court, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113SWJ001**

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

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

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

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

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

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

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

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

RESOLUTION

j

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT,
#BCDC1113DFK001 WITH ATTORNEY DAN KATHREN (“ATTORNEY”) TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.**

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113DFK001, for professional services in Benton County District Court, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113DFK001**

THIS AGREEMENT is entered into by and between **Daniel F. Kathren**, attorney at law, Washington State Bar Association # **26133** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **the execution date stated below**, 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 **8797 W. Gage Blvd., Ste C-3, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 783-3376** and **(509) 783-3206** respectively; and Attorney's current office/work e-mail address is **WaAttorney@aol.com**.

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

RESOLUTION

K

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT #BCDC1113AMM001 WITH ATTORNEY ANASTASIA M MCKINLEY (“ATTORNEY”) TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113AMM001, for professional services in Benton County District Court, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113AMM001**

THIS AGREEMENT is entered into by and between **Anastasia M. McKinley**, attorney at law, Washington State Bar Association # **20789** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **the execution date stated below**, 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 202, Richland, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 628-6800** and **(509) 392-8083** respectively; and Attorney's current office/work e-mail address is **mckinley.stacey@gmail.com**.

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

*street address
718 Jadwin Avenue, Richland,
WA 99352*

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT #BCDC1113SNN001 WITH ATTORNEY SCOTT N NACCARATO (“ATTORNEY”) TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113SNN001, for professional services in Benton County District Court, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113SNN001**

THIS AGREEMENT is entered into by and between **Scott N. Naccarato**, attorney at law, Washington State Bar Association # **20633** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **the execution date stated below**, 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 **7502 W. Deschutes Place, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 783-5551** and **(509) 736-1551** respectively; and Attorney's current office/work e-mail address is **snacc@3-cities.com**.

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

RESOLUTION

m

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
#BCDC1113TJO001 WITH ATTORNEY TRINITY J OROSCO ("ATTORNEY") TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113TJO001, for professional services in Benton County District Court, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113TJO001**

THIS AGREEMENT is entered into by and between **Trinity J. Orosco**, attorney at law, Washington State Bar Association # **41366** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1030 N. Center Parkway, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 492-6225** and **(509) 222-2223** respectively; and Attorney's current office/work e-mail address is **trinityorosco@yahoo.com**.

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

RESOLUTION

n

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT,
#BCDC1113MSP001 WITH ATTORNEY MARY S POLAND ("ATTORNEY") TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113MSP001, for professional services in Benton County District Court, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113MSP001**

THIS AGREEMENT is entered into by and between **Mary S. Poland**, attorney at law, Washington State Bar Association # **33599** ("Attorney") dba **Hickman and Poland PLLC**; and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **the execution date stated below**, 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) 582-3291** and **(509) 582-6484** respectively; and Attorney's current office/work e-mail address is **maryspoland@yahoo.com**.

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

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT,
#BCDC1113EVR001 WITH ATTORNEY ELISA V RILEY ("ATTORNEY") TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113EVR 001, for professional services in Benton County District Court, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113EVR001**

THIS AGREEMENT is entered into by and between Elisa V. Riley, attorney at law, Washington State Bar Association # 36142 ("Attorney") dba Saxton Riley, PLLC; and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the execution date stated below, 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 1112 Meade Ave., Prosser, WA 99350 Attorney's current local office telephone and fax numbers are (509) 786-1817 and (509) 786-1617 respectively; and Attorney's current office/work e-mail address is elisa.riley@gmail.com.

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

P

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT,
#BCDC1113LPS001 WITH ATTORNEY LUKE P SWINNEY ("ATTORNEY") TO PROVIDE
DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.**

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113LPS001, for professional services in Benton County District Court, be executed as presented.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

cc: Original – OPD, Luke Swinney
Copy – R. Ozuna, Auditor, District Court

Contract language & compensation
identical to D. Hickman

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113LPS001**

THIS AGREEMENT is entered into by and between **Luke P. Swinney**, attorney at law, Washington State Bar Association # **41936** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **execution date stated below**, 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 **8797 Gage Blvd., Ste. B, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 783-9635** and **(509) 783-7269** respectively; and Attorney's current office/work e-mail address is **luke@preszlerlaw.net**.

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

RESOLUTION

9.

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT, #BCDC1113PY001 WITH ATTORNEY PEYMAN YOUNESI ("ATTORNEY") TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, the current agreement with Attorney to provide such defense services is scheduled to expire on December 31, 2010;

WHEREAS, County desires to continue retaining the professional services of Attorney, and to that end, County and Attorney have mutually agreed upon terms of a new professional services agreement to replace the soon to be expired agreement;

NOW THEREFORE, BE IT RESOLVED THAT the agreement, designated BCDC1113PY001, for professional services in Benton County District Court, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113PY001**

THIS AGREEMENT is entered into by and between **Peyman Younesi**, attorney at law, Washington State Bar Association # **36226** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

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

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1030 N. Center Parkway, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 366-8358** and **(509) 521-8755** respectively; and Attorney's current office/work e-mail address is **peyman@younesilaw.com**.

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

RESOLUTION

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

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH KEVIN HOLT, ATTORNEY AT LAW, TO PROVIDE REPRESENTATION TO INDIGENT SUBJECT TO PROCEEDINGS UNDER THE SEXUALLY VIOLENT PREDATOR ACT, RCW 71.09 *et seq* FOR CASES PENDING BEFORE THE SUPERIOR COURTS IN BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton and Franklin Counties ("Counties") are mandated by law to provide defense representation to indigent persons subject to the Sexually Violent Predator Act, RCW 71.09, *et seq* before their respective Superior Courts;

WHEREAS, after a Request for Qualifications was publicized a number of qualified candidates expressed interest in filling the four contract positions planned to be awarded for such services;

WHEREAS; after a review of the qualifications of the candidates it appeared that Kevin Holt is well qualified to provide such services and that it therefore appears to be in the best interests of Counties to contract with Kevin Holt for such services;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement between Counties and Kevin Holt, attached to this resolution and bearing the designator FCSC1013KLH001SVP be executed as presented.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY AND FRANKLIN COUNTY
SUPERIOR COURTS**

THIS AGREEMENT is entered into by and between **Kevin Lee Holt**, attorney at law, Washington State Bar Association # **16672** ("Attorney"), and **BENTON AND FRANKLIN COUNTIES** ("Counties") State of Washington political subdivisions, for and on behalf of the Benton County and Franklin County Superior Courts.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 (or has substantial comparable experience and has an arrangement with an attorney with experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 to serve as Attorney's mentor), and desires to contract with the County to provide legal services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09, in Benton and Franklin County Superior Court.

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **7014 W Okanogan Pl, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 735-6520** and **(509) 736-1385**, respectively; and Attorney's current office/work e-mail address is **klholt@3-cities.com**.

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

RESOLUTION

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

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ROBERT THOMPSON, ATTORNEY AT LAW, TO PROVIDE REPRESENTATION TO INDIGENT SUBJECT TO PROCEEDINGS UNDER THE SEXUALLY VIOLENT PREDATOR ACT, RCW 71.09 *et seq* FOR CASES PENDING BEFORE THE SUPERIOR COURTS IN BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton and Franklin Counties ("Counties") are mandated by law to provide defense representation to indigent persons subject to the Sexually Violent Predator Act, RCW 71.09, *et seq* before their respective Superior Courts;

WHEREAS, after a Request for Qualifications was publicized a number of qualified candidates expressed interest in filling the four contract positions planned to be awarded for such services;

WHEREAS; after a review of the qualifications of the candidates it appeared that Robert J Thompson, who has already been providing such services for many years continues to be well qualified to provide such services and that it therefore appears to be in the best interests of Counties to contract with Robert J. Thompson for such services;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement between Counties and Robert J Thompson, attached to this resolution and bearing the designator FCSC1013RJT001SVP be executed as presented.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY AND FRANKLIN COUNTY
SUPERIOR COURTS**

THIS AGREEMENT is entered into by and between **Robert J Thompson**, attorney at law, Washington State Bar Association # **13003** ("Attorney"), and **BENTON AND FRANKLIN COUNTIES** ("Counties") State of Washington political subdivisions, for and on behalf of the Benton County and Franklin County Superior Courts.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 (or has substantial comparable experience and has an arrangement with an attorney with experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 to serve as Attorney's mentor), and desires to contract with the County to provide legal services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09, in Benton and Franklin County Superior Court.

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **504 W Margaret St, Pasco, WA 99301**. Attorney's current local office telephone and fax numbers are **(509) 547-4011** and **(509) 547-0076**, respectively; and Attorney's current office/work e-mail address is **rthompson@clearwire.net**.

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

RESOLUTION

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

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH CARL G SONDERMAN, ATTORNEY AT LAW, TO PROVIDE REPRESENTATION TO INDIGENT SUBJECT TO PROCEEDINGS UNDER THE SEXUALLY VIOLENT PREDATOR ACT, RCW 71.09 *et seq* FOR CASES PENDING BEFORE THE SUPERIOR COURTS IN BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton and Franklin Counties ("Counties") are mandated by law to provide defense representation to indigent persons subject to the Sexually Violent Predator Act, RCW 71.09, *et seq* before their respective Superior Courts;

WHEREAS, after a Request for Qualifications was publicized a number of qualified candidates expressed interest in filling the four contract positions planned to be awarded for such services;

WHEREAS; after a review of the qualifications of the candidates it appeared that Carl G Sonderman, who has already been providing such services for many years continues to be well qualified to provide such services and that it therefore appears to be in the best interests of Counties to contract with Carl G Sonderman for such services;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement between Counties and Carl G Sonderman, attached to this resolution and bearing the designator FCSC1013CGS001SVP be executed as presented.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County Commissioners, Benton County Washington

Constituting the Board of County Commissioners, Franklin County Washington

Attest:
Clerk of the Board

Attest:

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY AND FRANKLIN COUNTY
SUPERIOR COURTS**

THIS AGREEMENT is entered into by and between **Carl G Sonderman**, attorney at law, dba **Law Office of Carl G Sonderman** Washington State Bar Association # **4111** ("Attorney"), and **BENTON AND FRANKLIN COUNTIES** ("Counties") State of Washington political subdivisions, for and on behalf of the Benton County and Franklin County Superior Courts.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 (or has substantial comparable experience and has an arrangement with an attorney with experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 to serve as Attorney's mentor), and desires to contract with the County to provide legal services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09, in Benton and Franklin County Superior Court.

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **504 W Margaret St, Pasco, WA 99301**. Attorney's current local office telephone and fax numbers are **(509) 545-9222** and **(509) 547-0076**, respectively; and Attorney's current office/work e-mail address is **sonderman@clearwire.net**.

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

RESOLUTION

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

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH
MARTIN C MOONEY, ATTORNEY AT LAW, TO PROVIDE REPRESENTATION TO INDIGENT
SUBJECT TO PROCEEDINGS UNDER THE SEXUALLY VIOLENT PREDATOR ACT, RCW 71.09
et seq FOR CASES PENDING BEFORE THE SUPERIOR COURTS IN BENTON AND FRANKLIN
COUNTIES

WHEREAS, Benton and Franklin Counties ("Counties") are mandated by law to provide defense
representation to indigent persons subject to the Sexually Violent Predator Act, RCW 71.09, *et seq* before their
respective Superior Courts;

WHEREAS, after a Request for Qualifications was publicized a number of qualified candidates expressed
interest in filling the four contract positions planned to be awarded for such services;

WHEREAS; after a review of the qualifications of the candidates it appeared that Martin C Mooney is well
qualified to provide such services and that it therefore appears to be in the best interests of Counties to contract
with Martin C Mooney for such services;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement between Counties
and Martin C Mooney, attached to this resolution and bearing the designator FCSC1013MCM001SVP be
executed as presented.

Dated this day of, 20

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY AND FRANKLIN COUNTY
SUPERIOR COURTS**

THIS AGREEMENT is entered into by and between **Martin C Mooney**, attorney at law, dba **Snohomish County Public Defender Association** Washington State Bar Association # **26281** ("Attorney"), and **BENTON AND FRANKLIN COUNTIES** ("Counties") State of Washington political subdivisions, for and on behalf of the Benton County and Franklin County Superior Courts.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 (or has substantial comparable experience and has an arrangement with an attorney with experience in litigating cases involving persons subject to civil commitment proceedings under RCW Chapter 71.09 to serve as Attorney's mentor), and desires to contract with the County to provide legal services to indigent persons subject to civil commitment proceedings under RCW Chapter 71.09, in Benton and Franklin County Superior Court.

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

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

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1721 Hewitt St, Everett, WA 98201**. Attorney's current local office telephone and fax numbers are **(425) 339-6300** and **(425) 339-6363**, respectively; and Attorney's current office/work e-mail address is **mmooney@snocopda.org**.

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

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, #BCDC0810PY002 WITH ATTORNEY PEYMAN YOUNESI (“ATTORNEY”) TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, current indigent defense agreements do not provide for counsel to represent defendants at out-of-custody arraignment dockets;

WHEREAS, County desires to have contract counsel begin to represent defendants at out-of-custody arraignment dockets;

WHEREAS, attorney is interested in, and qualified to, provide such services;

WHEREAS, it is necessary to amend the current agreement with Attorney to include such additional services within the “scope of services” and to establish the compensation schedule for such additional services;

NOW THEREFORE, BE IT RESOLVED THAT the amendment, designated BCDC0810PY002A4, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0810PY002
Between
Benton County and Peyman Younesi
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has a need for qualified attorneys to provide provisional counsel to defendants during out-of-custody arraignment dockets;

WHEREAS Attorney Peyman Younesi (“Attorney”) is willing and capable of assisting in providing coverage for such dockets;

WHEREAS County plans to pay for appearance at such dockets on a per appearance basis;

THEREFORE the underlying agreement shall be amended as follows:

1. The following language shall be added at the end of the existing bullet points in section 8(a) “Case Equivalents:”

“Appearance at out-of-custody arraignment dockets, being separately compensated, shall not count as a case equivalent of any sort.”

2. The following language shall be added at the end of the currently existing section 12(e) “Compensation”:

“Attorney shall also receive compensation per out-of-custody arraignment docket for which she provide provisional representation to defendants, in the following amounts: a) \$150 for any docket lasting less than 4 hours; b) \$300 for any docket lasting 4 or more hours.”

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier: BCDC00810PY002A4

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

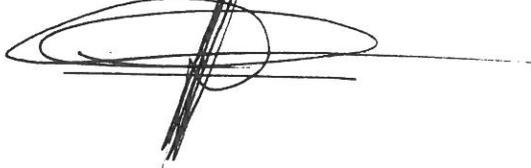
Date: _____

Date: 8/30/19

Benton County

Attorney

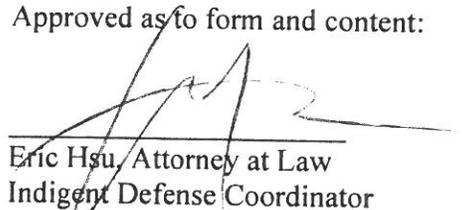
Chairman

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned over a horizontal line.

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

W

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, #BCDC0810TJO001 WITH ATTORNEY TRINITY J OROSCO ("ATTORNEY") TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County ("County") is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, current indigent defense agreements do not provide for counsel to represent defendants at out-of-custody arraignment dockets;

WHEREAS, County desires to have contract counsel begin to represent defendants at out-of-custody arraignment dockets;

WHEREAS, attorney is interested in, and qualified to, provide such services;

WHEREAS, it is necessary to amend the current agreement with Attorney to include such additional services within the "scope of services" and to establish the compensation schedule for such additional services;

NOW THEREFORE, BE IT RESOLVED THAT the amendment, designated BCDC0810TJO001A4, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

Amendment to Professional Services Agreement
#BCDC0810TJO001
Between
Benton County and Trinity J Orosco
To Provide Legal Representation to Indigent Persons
In Benton County District Court

WHEREAS County has a need for qualified attorneys to provide provisional counsel to defendants during out-of-custody arraignment dockets;

WHEREAS Attorney Trinity J Orosco (“Attorney”) is willing and capable of assisting in providing coverage for such dockets;

WHEREAS County plans to pay for appearance at such dockets on a per appearance basis;

THEREFORE the underlying agreement shall be amended as follows:

1. The following language shall be added at the end of the existing bullet points in section 8(a) “Case Equivalents:”

“Appearance at out-of-custody arraignment dockets, being separately compensated, shall not count as a case equivalent of any sort.”

2. The following language shall be added at the end of the currently existing section 12(e) “Compensation”:

“Attorney shall also receive compensation per out-of-custody arraignment docket for which she provide provisional representation to defendants, in the following amounts: a) \$150 for any docket lasting less than 4 hours; b) \$300 for any docket lasting 4 or more hours.”

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier:
BCDC00710TJO001A4

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

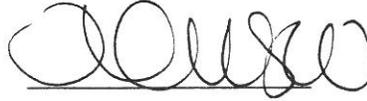
Date: _____

Date: 8/30/11

Benton County

Attorney

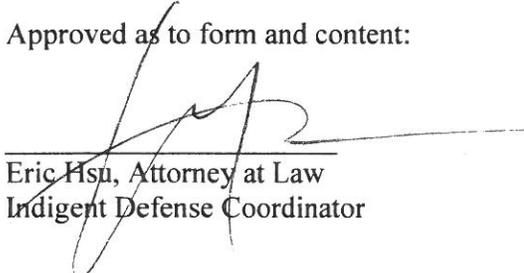
Chairman



Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, #BCDC0810DEH002 WITH ATTORNEY DAWN HICKMAN (“ATTORNEY”) TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, current indigent defense agreements do not provide for counsel to represent defendants at out-of-custody arraignment dockets;

WHEREAS, County desires to have contract counsel begin to represent defendants at out-of-custody arraignment dockets;

WHEREAS, attorney is interested in, and qualified to, provide such services;

WHEREAS, it is necessary to amend the current agreement with Attorney to include such additional services within the “scope of services” and to establish the compensation schedule for such additional services;

NOW THEREFORE, BE IT RESOLVED THAT the amendment, designated BCDC0810DEH002A4, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

Amendment to Professional Services Agreement
#BCDC0810DEH002
Between
Benton County and Dawn Hickman
To Provide Legal Representation to Indigent Persons
In Benton County District Court

WHEREAS County has a need for qualified attorneys to provide provisional counsel to defendants during out-of-custody arraignment dockets;

WHEREAS Attorney Dawn E Hickman (“Attorney”) is willing and capable of assisting in providing coverage for such dockets;

WHEREAS County plans to pay for appearance at such dockets on a per appearance basis;

THEREFORE the underlying agreement shall be amended as follows:

1. The following language shall be added at the end of the existing bullet points in section 8(a) “Case Equivalents:”

“Appearance at out-of-custody arraignment dockets, being separately compensated, shall not count as a case equivalent of any sort.”

2. The following language shall be added at the end of the currently existing section 12(e) “Compensation”:

“Attorney shall also receive compensation per out-of-custody arraignment docket for which she provide provisional representation to defendants, in the following amounts: a) \$150 for any docket lasting less than 4 hours; b) \$300 for any docket lasting 4 or more hours.”

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier:
BCDC00710DEH002A4

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

Date: _____

Date: 8/27/2010

Benton County

Attorney

Chairman

Dawn E. Hickman

Commissioner

Commissioner

Approved as to form and content:

Eric Hsu
Eric Hsu, Attorney at Law
Indigent Defense Coordinator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: September 20, 2010 Subject: Liberty Mutual Agreement Prepared by: <u>Melina 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

On August 9, 2010, the Personnel/Risk Manager presented to the Board of Benton County Commissioner information on a voluntary benefit program offered through Liberty Mutual Insurance Group. WSAC is partnering with Liberty Mutual Insurance Group to offer County employees a group auto and/or home insurance discount. At the August 9, 2010, the Board of Benton County Commissioners agreed to offer the voluntary benefit program to County employees.

In order to offer the Group Savings Plus Program to eligible employees, Benton County and Liberty Mutual Insurance Company must execute the attached agreement with authorized signatures. Please see the attached Resolution authorizing the Chairman of the Board of Benton County Commissioners to sign the Group Savings Plus Hold Harmless and Marketing Agreement between Liberty Mutual Insurance Company and Benton County.

SUMMARY

See above.

RECOMMENDATION

Pass resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GROUP SAVINGS PLUS HOLD HARMLESS AND MARKETING AGREEMENT BETWEEN BENTON COUNTY AND LIBERTY MUTUAL INSURANCE COMPANY.

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of Benton County Commissioners to sign the attached agreement between Benton County and Liberty Mutual Insurance Company.

Dated this day of, 20.....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: R. Sparks, M. Wenner, R. Ozuna

**GROUP SAVINGS PLUS ®
HOLD HARMLESS AND MARKETING AGREEMENT**

The purpose of this Agreement is to confirm the relationship between BENTON COUNTY, with its primary office located at 620 Market Street, Prosser, WA 99350 (“Employer”), and Liberty Mutual Insurance Company and only its subsidiaries and affiliates writing and distributing personal market insurance through licensed agents employed directly by Liberty Mutual and operating collectively as the companies of Liberty Mutual Personal Markets, having a principal place of business at 175 Berkeley Street, Boston, Massachusetts 02116. (“Liberty”).

DEFINITIONS

“Eligible Employees” means Employer’s employees and retirees.

“Insurance Products” means auto, home, and other personal insurance products offered to the Eligible Employees in connection with the Program (the Program is defined in Section 1).

“Group Discount” means the discounted rate Liberty Mutual agrees to provide for specified Insurance Products to an Eligible Employee pursuant to this Agreement.

“Participating Employee” means an Eligible Employee who purchases an Insurance Product.

“Indemnified Parties” means Employer, its officers, directors, and employees.

1. GROUP SAVINGS PLUS ® PROGRAM

The Group Savings Plus ® Program, marketed and underwritten by Liberty, is a voluntary personal insurance program through which Eligible Employees are able to purchase Insurance Products (the “Program”). The Group Discount under this Program shall be offered to the Eligible Employees in addition to Liberty’s standard discounts; which are approved for use in the relevant jurisdiction. The Group Discount will be offered so long as allowed by law and as long as Liberty, in its sole discretion, deems rates adequate to support such a discount. The Program and the offering of the Insurance Products shall be subject to Liberty’s underwriting standards and rates and subject to Liberty’s sole discretion in making business decisions regarding states in which it offers coverage.

2. PROGRAM PARTICIPATION

Election to purchase any of the Insurance Products offered through the Program will be at the option of the Eligible Employee. A Participating Employee shall have the option to select one of the following payment options: direct bill, electronic funds transfer through their checking account, or if applicable, payroll deduction. Employer will not be considered an agent of Liberty Mutual for any purpose, including the collection of premiums.

3. INDEMNIFICATION

Liberty agrees to indemnify and hold harmless the Indemnified Parties for, from, and against, any and all liability, damage and costs (including reasonable attorney fees) arising out of any claim or action brought against the Indemnified Parties which arise as a result of acts or omissions of Liberty or their employees in the performance of this Agreement. The Indemnified Parties agree that Liberty may, at its option and expense, direct the defense, compromise, or settlement of any such claim and employ attorneys of its own selection to defend, compromise, or settle the same. In addition, Employer agrees to notify Liberty in writing within 15 days of any suit or claim made against the Indemnified Parties. This section shall survive the termination of this Agreement.

4. PRIVACY

In accordance with applicable state and federal laws and regulations, including but not limited to provisions of Gramm-Leach-Bliley Title V, Liberty and Employer agree to hold in confidence any and all non-public personally identifiable information relating to the Eligible Employees which may be obtained from one another in performance of this Agreement. Liberty warrants that it is in compliance with federal and state privacy laws and agrees not to sell, release, or distribute any information relating to the Eligible Employees to any third party except for those third parties providing services integral to the performance of this Agreement.

5. TERM AND TERMINATION

This Agreement, dated September 13, 2010, shall continue in perpetuity and may be terminated by either party, at any time, by providing the other party with sixty (60) calendar days advance written notice.

6. PROGRAM COMMUNICATION

The promotion of the Program to the Eligible Employees will consist of a mutually agreed upon communication plan. The communication plan may include some or all of the following promotional activities: on-site sales consultation, interoffice mail and desk drops, electronic mail announcements, links or ads placed on Employer's intranet, information placed in Employer's new hire benefit package, or direct mail. Upon approval by both parties, promotional activities not listed in this section may be used in connection with the communication of this Program.

Employer wishes to offer the Groups Savings Plus ® Program to the Eligible Employees and the parties execute this Agreement with the authorized signatures below.

BENTON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

LIBERTY MUTUAL INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/20/10 Subject: UEBT Agreement – Non-Bargaining 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 NON-BARGAINING EMPLOYEES.

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 Non-Bargaining employees.

Dated this day of 20

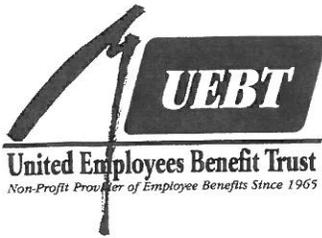
Chairman of the Board

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 (RELATED 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, 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 agrees that the Trustees named in the Trust Agreement and Declaration of Trust are and shall be his or its representative, and said Employer 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 referred to herein.

The Employer further agrees to remit premiums for 100% of the employees covered by this agreement.

This Acceptance of Trust Agreement and Certificate of Benefits shall be effective on May 1, 2010, based on April hours. This Agreement shall terminate and become inoperative on 30 days written notice by either party delivered to the other party.

The undersigned Employer signatory hereto, on its own behalf and on behalf of its employee, agrees that execution by the Trust of this Agreement does not confer any equitable or legal interest in the present or future corpus or income of the Trust; and further, the undersigned as signatory hereto, and on behalf of its employees, waives any equitable for 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 any when said signatory discontinues further contributions to the Trust.

The undersigned Employer agrees to continue to contribute to the Trust for the employees covered by this agreement until it is terminated.

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 this paragraph.

This Agreement covers the following employees of the Employer:

ALL NON REPRESENTED EMPLOYEES

Pursuant to the Certificate of Benefits and this Agreement, the Trust shall provide the following benefit plans for the covered employees who worked or were compensated for 40 or more hours in the immediately preceding month:

A6 medical

Dated this _____ day of, _____,

Benton County
"Employer"

By _____ Title _____

Accepted by Administrator for United Employees Benefit Trust

_____ Date

_____ Diana Clark, Administrator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/20/10 subject: UEBT Agreement – Crisis Response 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

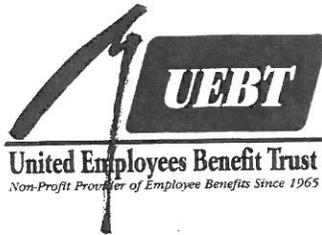
See resolution.

SUMMARY

Please sign resolution.

RECOMMENDATION

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



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 (Crisis Response)
Employer

(Signature)

PO Box 470
Prosser WA 99350

Name and Title

Date

AFSCME Local 3962, Council 2
Union

(Signature)

PO Box 1246
Walla Wall WA 99362

(Name and Title)

Date

Franklin County (Crisis Response)
Employer

(Signature)

Name and Title

Date

Number of Employees: 14

Effective Date: April 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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/20/10 Subject: UEBT Agreement – Juvenile Clerical Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other bb

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 JUVENILE CLERICAL UNION, AFSCME LOCAL 3892.

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 Juvenile Clerical union.

Dated this day 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 (Juvenile Clerical)
Employer

(Signature)

PO Box 470
Prosser WA 99350

Name and Title

Date

AFSCME Local 3892, Council 2
Union

(Signature)

PO Box 1246
Walla Wall WA 99362

(Name and Title)

Date

Franklin County (Juvenile Clerical)
Employer

(Signature)

Name and Title

Number of Employees: **27**

Effective Date: **May 1, 2010**

Date

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

CC

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 CUSTODY DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody

Dept Nbr: 120

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
523.200	2106	Unifrom Laundry	\$9,211	523.200	5119	EDC - 800 MHZ User Fees	\$9,211
TOTAL			\$9,211	TOTAL			\$9,211

Explanation:

Line item transfer is needed to fund 800 MHZ User fees that increased from \$12 a month to \$23.50 a month.

Prepared by: Julie Thompson

Date: 14-Sep-2010

Approved

Denied

Date: _____

Chairman

Member

Member

9:05

AGENDA ITEM MTG. DATE: September 20, 2010 SUBJECT: Final Plat of Summit View Ph. 7 Subdivision SUB 10.02 MEMO DATE: September 15, 2010 Prepared By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On August 8, 1990, the Benton County Board of County Commissioners approved the preliminary plat of Summit View, to create 360 lots from 517-acres. The preliminary plat was approved subject to 21 conditions. Those conditions have been completed for the Final Plat of Summit View Phase 7 and the final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Summit View Phase 7 is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Summit View Phase 7 – SUB 10-02 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat at a public meeting on September 20, 2010 at 9:05 a.m.

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners should make a motion to approve the Final Plat of Summit View Phase 7, SUB 10-02 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF SUMMIT VIEW PHASE 7
- SUB 10-02

WHEREAS, on August 8, 1990, the Board of County Commissioners approved the preliminary plat of Summit View - SUB 90-01; and

WHEREAS, On Monday, September 20, 2010, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Summit View Phase 7 - SUB 10-02; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Summit View Phase 7 - SUB 10-02 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Summit View Phase 7 - SUB 10-02, NOW THEREFORE,

BE IT RESOLVED that the Summit View Phase 7 - SUB 10-02 is approved and the Chairman so indicate by signing the plat.

Dated this 20th day of September 2010.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....

Clerk of the Board
Pln-2/Pub Wrks

MES/djh

9:10

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE ADOPTION OF AN ORDINANCE RELATING TO THE TELEPHONE EXCISE TAX; AMENDING ORDINANCE 188, 236, 254; AND ADDING NEW SECTIONS TO CHAPTER 8.20 OF THE BENTON COUNTY CODE

WHEREAS, Benton County has imposed and collected an E911 excise tax since 1985;

WHEREAS, at the present time, the maximum rate of said tax is 50 cents per month for each switched access line and each radio access line; and

WHEREAS, said maximum rates have remained unchanged since January 1, 2003; and

WHEREAS, Substitute Senate Bill 6846, Chapter 19, Laws of 2010, 1st Special Session was recently passed to authorize counties to extend E911 excise taxes to the use of interconnected Voice over Internet Protocol service lines; increase the rates of existing E911 excise taxes; and require that county E911 excise taxes be collected by the Department of Revenue, effective January 1, 2011;

WHEREAS, Benton County Emergency Services receives substantial annual funding from the enhanced 911 account in the Washington State Treasury that is derived from the state imposed E911 excise tax to support and manage its enhanced 911 system; and

WHEREAS, it is the state military department's position that funding from the state excise tax revenue will not be distributed

Dated this day of, 2010

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
c:

to any county that does not impose the maximum county enhanced 911 excise tax authorized by RCW 82.14B.030; and

WHEREAS, at a duly noticed public hearing held on September 20, 2010, the Benton County Board of Commissioner heard testimony from all persons wishing to testify in support of or in opposition to the attached ordinance that so extends said county enhanced E911 tax and directs that said taxes be collected by the Washington State Department of Revenue; and

BE IT RESOLVED by the Board of County Commissioners of Benton County that the attached Ordinance is hereby adopted; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Benton County that the effective date of Ordinance _____ shall be as set forth in such ordinance.

Dated this day of, 2010

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
c:

ORDINANCE NO. _____

AN ORDINANCE relating to the telephone excise tax; amending Ordinance 254, Section 7 and BCC 8.20.015; amending Ordinance 254, Section 2, Ordinance 382, Section 2 and BCC 8.20.020; amending Ordinance 188, Section 3, Ordinance 254, Section 3, Ordinance 382, Section 3 and BCC 8.20.030; amending Ordinance 188, Section 4, Ordinance 236, Section 4, Ordinance 254, Section 4 and BCC 8.20.040; adding two new sections; repealing Ordinance 188, Section 1, Ordinance 236, Section 1, Ordinance 254, Section 1, Ordinance 382, Section 1 and BCC 8.20.010; repealing Ordinance 188, Section 5, Ordinance 236, Section 5, Ordinance 254, Section 5, Ordinance 382, Section 4 and BCC 8.20.050; and repealing Ordinance 254, Section 6 and BCC 8.20.060.

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

SECTION 1. REPEAL. Ordinance 188, Section 1, Ordinance 236, Section 1, Ordinance 254, Section 1, Ordinance 382, Section 1 and BCC 8.20.010 are hereby repealed.

SECTION 2. REPEAL. Ordinance 188, Section 5, Ordinance 236, Section 5, Ordinance 254, Section 5, Ordinance 382, Section 4 and BCC 8.20.050 are hereby repealed.

SECTION 3. REPEAL. Ordinance 254, Section 6 and BCC 8.20.060 are hereby repealed.

NEW SECTION. SECTION 4. There is hereby added a new section to Chapter 8.20 BCC which shall read as follows:

DEFINITIONS. The definitions contained in Section 2, Chapter 19, Laws of Washington, 2010, 1st Special Session, of the terms "emergency services communication system," "enhanced 911 emergency communications system," "interconnected voice over internet protocol service," "interconnected voice over internet protocol service line," "switched access line," "local exchange company," "radio access line," "radio communications service company," "private telecommunications system," "subscriber," and "place of primary use," are adopted by reference for the purposes of this ordinance.

SECTION 5. Ordinance 254, Section 7 and BCC 8.20.015 are hereby amended to read as follows:

NOTICE. The Director of Administrative Services is directed to provide notice of the tax and tax rate imposed hereunder to each radio communications service company, local exchange company and interconnected voice over internet protocol service providing such lines in Benton County, at least sixty (60) days prior to the effective date of the imposition of the tax or change in the tax and to the Department of Revenue at least seventy-five (75) days before the effective date of the imposition of the tax or change in the tax.

SECTION 6. Ordinance 254, Section 2, Ordinance 382, Section 2 and BCC 8.20.020 are hereby amended to read as follows:

TAX IMPOSED. There is hereby imposed to be collected monthly an excise tax on the use of each switched access line and ~~((on the use of))~~ each ~~((radio access line))~~ interconnected voice over internet protocol service line ("IVOIPSL") within Benton County and on the use of each radio access line whose place of primary use is located within Benton County, as authorized by Chapter 82.14B RCW.

SECTION 7. Ordinance 188, Section 3, Ordinance 254, Section 3, Ordinance 382, Section 3 and BCC 8.20.030 are hereby amended to read as follows:

RATE OF TAX. The rate of excise tax shall be ~~((50))~~ 70 cents per month for each such switched access line, ~~((and 25 cents per month for))~~ each radio access line and each IVOIPSL, as authorized by Section 3, Chapter 19, Laws of Washington, 2010, 1st Special Session ~~((; provided, the rate of tax for each radio access line shall be increased to 50 cents per month effective upon the later of (a) January 1, 2003; or (b) sixty days after the required notice is given under BCC 8.20.015))~~.

SECTION 8. Ordinance 188, Section 4, Ordinance 236, Section 4, Ordinance 254, Section 4 and BCC 8.20.040 are hereby amended to read as follows:

ADMINISTRATION AND COLLECTION. Effective January 1, 2011, Benton County shall contract with the Department of Revenue upon reasonable terms for the administration and collection of ((The)) the tax imposed by this chapter ((shall be collected from the user of the switched access line by the local exchange company providing the switched access line and from the end user of the radio access line by the radio communications service company providing the radio access line to the end user. The local exchange company or the radio communications service company, as the case may be, shall state the amount of the tax for the line separately on the billing statement which is sent to the user.)) as required by Section 4, Chapter 19, Laws of Washington, 2010, 1st Special Session.

SECTION 9. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

NOTE: This ordinance is continued on the following page.

NEW SECTION. SECTION 10. (1) Except as otherwise provided in this section, this ordinance takes effect January 1, 2011. (2) Sections 5 and 8 of this ordinance take effect October 1, 2010.

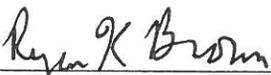
ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board



9:30

STATE OF WASHINGTON
DEPARTMENT OF REVENUE

September 10, 2010

James Barber
Benton County 911 Coordinator
651 Truman Ave
Richland, WA 99352-9104

Dear County Official:

Effective January 1, 2011, Substitute Senate Bill 6846, Chapter 19, Laws of 2010, 1st Special Session substantially changes state and county enhanced 911 (E911) excise taxes. The bill:

- Extends the state and county E911 excise taxes to the use of interconnected Voice over Internet Protocol (VoIP) service lines,
- Increases the state E911 excise tax rates,
- Allows counties to increase the rates of their E911 excise taxes, and
- Provides that county E911 excise taxes will be paid to and administered by the Department of Revenue.

Enclosed please find two original copies of a contract for the collection of the local portion of the E911 taxes by the Washington State Department of Revenue (Department). This is a contract between your county and the Department.

In order to complete the contract, in addition to the signature, please insert your county's name in the appropriate places and add the tax rate information under the third "WHEREAS" in the following format:

1. an enhanced 911 excise tax on switched access lines of seventy cents (70¢) per month per line;
2. an enhanced 911 excise tax on radio access lines of seventy cents (70¢) per month per line; and
3. an enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (70¢) per month per line;

In addition, in paragraph 16, please add the information concerning your contact person.

Please have the contracts completed, signed and dated by the appropriate county official. Return both copies, with a copy of the signed ordinance imposing the E911 taxes and authorizing state administration, before October 15, 2010, to:

Tiffany Johnson, Department of Revenue
PO BOX 47476, Olympia, WA 98504-7476
Phone: (360) 902-7122; Email: TiffanyJ@dor.wa.gov

We will then return a signed, completed copy to you.



James Barber
September 10, 2010
Page 2

Also please find enclosed a Secrecy Clause Affidavit. This form must be filled out by the individual who will be receiving the monthly information on the local portion of the E911 tax and its distribution. This form must be notarized and returned to the Department by fax to (360) 902-7090.

The data that is sent in your reports is confidential and protected by RCW 82.32.330. It may only be shared with people authorized by the Department of Revenue to view it. This limitation includes other members of your county that have not signed a Department of Revenue Secrecy Clause.

If you have any questions, please contact me at the number above.

Thank you.

A handwritten signature in black ink, appearing to read "Tiffany Johnson", written in a cursive style.

Tiffany Johnson
Tax Administration Manager

Enclosures

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

THIS AGREEMENT ("Agreement") is entered into by and between _____ County ("County") and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes. This Agreement is effective January 1, 2011.

WHEREAS, the Legislature of the State of Washington has, by Laws of 2010, First Special Session, ch. 19, § 3, authorized the County to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

WHEREAS, Laws of 2010, First Special Session, ch. 19, § 4 requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

WHEREAS, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. an enhanced 911 excise tax on switched access lines of _____ cents (___) per month per line;
2. an enhanced 911 excise tax on radio access lines of _____ cents (___) per month per line; and
3. an enhanced 911 excise tax on interconnected voice over internet protocol service lines of _____ cents (___) per month per line;

NOW, THEREFORE, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that DOR sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.
3. In accordance with Laws of 2010, First Special Session, ch. 19, § 4, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue

in the county enhanced 911 excise tax account shall be distributed as provided by law.

4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW as it exists or may hereafter be amended to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Distribution of taxes to the County shall be made in accordance with Laws of 2010, First Special Session, ch. 19, § 5.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds, credits, and interest for enhanced 911 excise taxes imposed by the County shall be charged to the County.
8. Any taxpayer payments of penalties or interest pursuant to Laws of 2010, First Special Session, ch. 19 will be deposited and distributed according to paragraphs 3 and 5 of this Agreement.
9. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among counties as to which county is entitled to particular funds collected under any county's enhanced 911 excise tax, the Department shall determine which county is entitled to the disputed funds. A dispute between a county and the Department regarding the Department's determination shall be resolved according to paragraph 12 of this Agreement.
10. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911 excise taxes; the number of switched access lines, radio access lines, and interconnected voice over internet protocol service lines on which each taxpayer collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by

type of line, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Secrecy Clause Affidavit, acknowledging that they understand and will comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the county enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

11. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the county enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of county enhanced 911 excise taxes.
12. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 9, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by all parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

13. This Agreement shall be governed by the laws of the State of Washington.
14. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County

IN WITNESS WHEREOF, the State of Washington Department of Revenue and _____ County have executed this Agreement as of the day and year written below.

Date

Approved as to form: _____ On file at WA DOR _____
Assistant Attorney General
State of Washington

Date

Approved as to form only:

Deputy Prosecuting Attorney

Deputy Director
Department of Revenue

Title
_____ County

Department of Revenue
Secrecy Clause Affidavit

State of Washington

County of _____

I, _____, swear or affirm that I have read the following statute and understand its requirements. I further understand that returns and tax information are privileged and confidential, and therefore shall not be disclosed to any person not entitled to knowledge of such returns or tax information.

I understand that my use or disclosure of confidential tax information may be further restricted by an information-sharing agreement or, if I am a Department of Revenue employee, by the agency's written policies or procedures.

Dated: _____

(Signature)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____

(Signature of Notary Public)

My appointment expires _____

SECRECY CLAUSE

RCW 82.32.330 Disclosure of return or tax information.

For purposes of this section:

- (a) "Disclose" means to make known to any person in any manner whatever a return or tax information;
- (b) "Return" means a tax or information return or claim for refund required by, or provided for or permitted under, the laws of this state which is filed with the department of revenue by, on behalf of, or with respect to a person, and any amendment or supplement thereto, including supporting schedules, attachments, or lists that are supplemental to, or part of, the return so filed;
- (c) "Tax information" means (i) a taxpayer's identity, (ii) the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability deficiencies, overassessments, or tax payments, whether taken from the taxpayer's books and records or any other source, (iii) whether the taxpayer's return was, is being, or will be examined or subject to other investigation or processing, (iv) a part of a written determination that is not designated as a precedent and disclosed pursuant to RCW 82.32.410, or a background file document relating to a written determination, and (v) other data received by, recorded by, prepared by, furnished to, or collected by the department of revenue with respect to the determination of the existence, or possible existence, of liability, or the amount thereof, of a person under the laws of this state for a tax, penalty, interest, fine, forfeiture, or other imposition, or offense. However, data, material, or documents that

do not disclose information related to a specific or identifiable taxpayer do not constitute tax information under this section. Except as provided by RCW 82.32.410, nothing in this chapter requires any person possessing data, material, or documents made confidential and privileged by this section to delete information from such data, material, or documents so as to permit its disclosure;

- (d) "State agency" means every Washington state office, department, division, bureau, board, commission, or other state agency;
 - (e) "Taxpayer identity" means the taxpayer's name, address, telephone number, registration number, or any combination thereof, or any other information disclosing the identity of the taxpayer; and
 - (f) "Department" means the department of revenue or its officer, agent, employee, or representative.
2. Returns and tax information are confidential and privileged, and except as authorized by this section, neither the department of revenue nor any other person may disclose any return or tax information.
 3. This section does not prohibit the department of revenue from:
 - (a) Disclosing such return or tax information in a civil or criminal judicial proceeding or an administrative proceeding: (i) in respect of any tax imposed under the laws of this state if the taxpayer or its officer or other person liable under this title or chapter 83.100 RCW is a party in the proceeding; (ii) in which the taxpayer about whom such return or tax information is sought and another state agency are adverse parties in the

proceeding; or (iii) brought by the department under RCW 18.27.040 or 19.28.071;

- (b) Disclosing, subject to such requirements and conditions as the director prescribes by rules adopted pursuant to chapter 34.05 RCW, such return or tax information regarding a taxpayer to such taxpayer or to such person or persons as that taxpayer may designate in a request for, or consent to, such disclosure, or to any other person, at the taxpayer's request, to the extent necessary to comply with a request for information or assistance made by the taxpayer to such other person. However, that tax information not so disclosed if the director determines that such disclosure would compromise any investigation or litigation by any federal, state, or local government agency in connection with the civil or criminal liability of the taxpayer or another person, or that such disclosure would identify a confidential informant, or that such disclosure is contrary to any agreement entered into by the department that provides for the reciprocal exchange of information with other government agencies which agreement requires confidentiality with respect to such information unless such information is required to be disclosed to the taxpayer by the order of any court;
- (c) Disclosing the name of a taxpayer against whom a warrant under RCW 82.32.210 has been either issued or filed and remains outstanding for a period of at least ten working days. The department is not required to disclose any information under this subsection if a taxpayer has entered a deferred payment arrangement with the department for the payment of a warrant that has not been filed and is making payments upon such deficiency that will fully satisfy the indebtedness within twelve months;
- (d) Publishing statistics so classified as to prevent the identification of particular returns or reports or items thereof;
- (e) Disclosing such return or tax information, for official purposes only, to the governor or attorney general, or to any state agency, or to any committee or subcommittee of the legislature dealing with matters of taxation, revenue, trade, commerce, the control of industry or the professions;
- (f) Permitting the department of revenue's records to be audited and examined by the proper state officer, his or her agents and employees;
- (g) Disclosing any such return or tax information to a peace officer as defined in RCW 9A.04.110 or county prosecuting attorney, for official purposes. The disclosure may be made only in response to a search warrant, subpoena, or other court order, unless the disclosure is for the purpose of criminal tax enforcement. A peace officer or county prosecuting attorney who receives the return or tax information may disclose that return or tax information only for use in the investigation and a related court proceeding, or in the court proceeding

for which the return or tax information originally was sought;

- (h) Disclosing any such return or tax information to the proper officer of the internal revenue service of the United States, the Canadian government or provincial governments of Canada, or to the proper officer of the tax department of any state or city or town or county, for official purposes, but only if the statutes of the United States, Canada or its provincial governments, or of such other state or city or town or county, as the case may be, grants substantially similar privileges to the proper officers of this state;
- (i) Disclosing any such return or tax information to the United States department of justice, including the bureau of alcohol, tobacco, firearms and explosives, the department of defense, the immigration and customs enforcement and the customs and border protection agencies of the United States department of homeland security, the United States coast guard, the alcohol and tobacco tax and trade bureau of the United States department of treasury, and the United States department of transportation, or any authorized representative of these federal agencies, for official purposes;
- (j) Publishing or otherwise disclosing the text of a written determination designated by the director as a precedent pursuant to RCW 82.32.410;
- (k) Disclosing, in a manner that is not associated with other tax information, the taxpayer name, entity type, business address, mailing address, revenue tax registration numbers, reseller permit numbers and the expiration date and status of such permits, North American industry classification system or standard industrial classification code of a taxpayer, and the dates of opening and closing of business. This subsection must not be construed as giving authority to the department to give, sell, or provide access to any list of taxpayers for any commercial purpose;
- (l) Disclosing such return or tax information that is also maintained by another Washington state or local governmental agency as a public record available for inspection and copying under the provisions of chapter 42.56 RCW or is a document maintained by a court of record and is not otherwise prohibited from disclosure;
- (m) Disclosing such return or tax information to the United States department of agriculture for the limited purpose of investigating food stamp fraud by retailers;
- (n) Disclosing to a financial institution, escrow company, or title company, in connection with specific real property that is the subject of a real estate transaction, current amounts due the department for a filed tax warrant, judgment, or lien against the real property;
- (o) Disclosing to a person against whom the department has asserted liability as a successor under RCW 82.32.140 return or tax information

pertaining to the specific business of the taxpayer to which the person has succeeded;

- (p) Disclosing real estate excise tax affidavit forms filed under RCW 82.45.150 in the possession of the department, including real estate excise tax affidavit forms for transactions exempt or otherwise not subject to tax;
- (q) Disclosing to local taxing jurisdictions the identity of sellers granted relief under RCW 82.32.430(5)(b)(i) and the period for which relief is granted.
- (r) Disclosing such return or tax information to the court in respect to the department's application for a subpoena under RCW 82.32.115;
- (s) Disclosing to a person against whom the department has asserted liability under RCW 83.100.120 return or tax information pertaining to that person's liability for tax under chapter 83.100 RCW;
- (t) Disclosing such return or tax information to the streamlined sales tax governing board, member states of the streamlined sales tax governing board, or authorized representatives of such board or states, for the limited purposes of: (i) Conducting on behalf of member states sales and use tax audits of taxpayers; or (ii) Auditing certified service providers or certified automated systems providers; or
- (u) Disclosing any such return or tax information when the disclosure is specifically authorized under any other section of the Revised Code of Washington.
- (a) The department may disclose return or taxpayer information to a person under investigation or during any court or administrative proceeding against a person under investigation as provided in this subsection (4). The disclosure must be in connection with the department's official duties relating to an audit, collection activity, or a civil or criminal investigation. The disclosure may occur only when the person under investigation and the person in possession of data, materials, or documents are parties to the return or tax information to be disclosed.

The department may disclose return or tax information such as invoices, contracts, bills, statements, resale or exemption certificates, or checks. However, the department may not disclose general ledgers, sales or cash receipt journals, check registers, accounts receivable/ payable ledgers, general journals, financial statements, expert's workpapers, income tax returns, state tax returns, tax return workpapers, or other similar data, materials, or documents.

- (b) Before disclosure of any tax return or tax information under this subsection (4), the department must, through written correspondence, inform the person in possession of the data, materials, or documents to be disclosed. The correspondence must clearly identify the data, materials, or documents to be disclosed. The department may not disclose any tax return or tax information under this subsection (4) until the

time period allowed in (c) of this subsection has expired or until the court has ruled on any challenge brought under (c) of this subsection.

- (c) The person in possession of the data, materials, or documents to be disclosed by the department has twenty days from the receipt of the written request required under (b) of this subsection to petition superior court of the county in which the petitioner resides for injunctive relief. The court must limit or deny the request of the department if the court determines that: (i) the data, materials, or documents sought for disclosure are cumulative or duplicative, or are obtainable from some other source that is more convenient, less burdensome, or less expensive; (ii) the production of the data, materials, or documents sought would be unduly burdensome or expensive, taking into account the needs of the department, the amount in controversy, limitations on the petitioner's resources, and the importance of the issues at stake; or (iii) the data, materials, or documents sought for disclosure contain trade secret information that, if disclosed, could harm the petitioner.
 - (d) The department must reimburse reasonable expenses for the production of data, materials, or documents incurred by the person in possession of the data, materials, or documents to be disclosed.
 - (e) Requesting information under (b) of this subsection that may indicate that a taxpayer is under investigation does not constitute a disclosure of tax return or tax information under this section.
5. Service of a subpoena issued under RCW 82.32.115 does not constitute a disclosure of return or tax information under this section. Notwithstanding anything else to the contrary in this section, a person served with a subpoena under RCW 82.32.115 may disclose the existence or content of the subpoena to that person's legal counsel.
 6. Any person acquiring knowledge of any return or tax information in the course of his or her employment with the department of revenue and any person acquiring knowledge of any return or tax information as provided under subsection (3) (e), (f), (g), (h), (i), or (m) of this section, who discloses any such return or tax information to another person not entitled to knowledge of such return or tax information under the provisions of this section, is guilty of a misdemeanor. If the person guilty of such violation is an officer or employee of the state, such person must forfeit such office or employment and is incapable of holding any public office or employment in this state for a period of two years thereafter.

From: Marilu Flores
To: Hewitt, Eileen
Subject: Re: Request to be on Commissioners Schedule for September 20th

9:35
RECEIVED
AUG 20 2010
BENTON COUNTY
COMMISSIONERS

yes, that would be fine.

>>> Eileen Hewitt 8/20/2010 3:02 PM >>>

Can you put them down for 15 minutes?
Thank you.

Eileen Hewitt
eileen.hewitt@co.benton.wa.us

WSU Benton County Extension - Kennewick
5600-E West Canal Drive
Kennewick, WA 99336
(509) 735-3551

WSU Extension programs and employment are available to all without discrimination.
Evidence of non-compliance may be reported through your local extension office.

>>> Marilu Flores 8/20/2010 2:54 PM >>>
Got her down at 9:30 am. How much time are they needing?

Marilu Flores
Administrative Secretary
Benton County Commissioners' Office
PO Box 190
Prosser WA 99350
(509) 786-5600 - office
(509) 786-5625 - fax

>>> Eileen Hewitt 8/20/2010 2:46 PM >>>
Marilu,

Can you please schedule Gwen Hoheisel and Marianne Ophardt for the Benton County Commissioners meeting on Monday, September 20th.

Topic: Update on tree fruit and grape sprayer technology.

Thank you.

Eileen Hewitt
eileen.hewitt@co.benton.wa.us

WSU Benton County Extension - Kennewick
5600-E West Canal Drive
Kennewick, WA 99336
(509) 735-3551

9:50 am

**Executive Session
Potential Litigation**

M Wenner