

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for August 22, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; and Mary Withers, Clerk to the Board. Fred Bowen, County Administrator, was absent on vacation.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Consent Agenda

**Motion** - Mr. Koch: I move that we accept the consent agenda for August 22, 2005, as presented:

1. Approval of **Resolution 2005-339** rescinding all motions granting property benefit assessment exemptions for Weed, Pest Control and Mosquito Districts. (Exhibit 1)
2. Approval of **Resolution 2005-340** joining Governor Christine Gregoire in proclaiming September 2005 as National Preparedness Month and NOAA Weather Radio Awareness Month and urging all citizens in Franklin County to join in this special observance. (Exhibit 2)
3. Approval of **Resolution 2005-341** for an intra budget transfer in the amount of \$2,000 within the 2005 Current Expense Auditor Budget, Number 001-000-060, from line item 514.10.10.0080 (Recorder) to line item 514.10.10.0900 (Overtime). (Exhibit 3)
4. Approval of **joint Resolution 2005-342** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amended Personal Service Agreement for legal representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, between the Juvenile Justice Center and Darin R. Campbell, effective through December 31, 2006. (Exhibit 4)
5. Approval of **joint Resolution 2005-343** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amended Personal Service Agreement for legal representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, between the Juvenile Justice Center and Diana Anderson, thus amending Benton County Resolution 02-453 and 04-559 and Franklin County Resolutions 2002-373 and 2004-564. (Exhibit 5)

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6. Approval of **joint Resolution 2005-344** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amended Personal Service Agreement for legal representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, between the Juvenile Justice Center and Donna Patricia Mannion, thus, amending Benton County Resolutions 04-212 and 04-541 and Franklin County Resolutions 2004-254A and 2004-536. (Exhibit 6)
7. Approval of **joint Resolution 2005-345** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amended Personal Service Agreement for legal representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, between the Juvenile Justice Center and Kathleen Moreno, thus, amending Benton County Resolutions 03-397 and 04-544 and Franklin County Resolutions 2003-400 and 2004-539. (Exhibit 7)
8. Approval of **joint Resolution 2005-346** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amended Personal Service Agreement for legal representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, between the Juvenile Justice Center and Jared D. Paulsen, thus, amending Benton County Resolutions 03-318 and 04-515 and Franklin County Resolutions 2003-334 and 2004-506. (Exhibit 8)

Second by Mrs. Corkrum. 3:0 vote in favor.

Treasurer

The Board reviewed a letter of resignation from Treasurer Jenny Zacher.

**Motion** – Mrs. Corkrum: I move for approval to accept Jenny Zacher's resignation letter effective September 30, 2005. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Vouchers/Warrants

**Motion** – Mrs. Corkrum: I move for approval of payment of Grand Old 4<sup>th</sup> warrants 76 through 78 for \$19,370.75. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

**Motion** – Mr. Koch: I move we okay the following expenditures and vouchers/warrants: TRAC warrants 8712 through 8772 for \$55,681.84; Franklin County RV Facility warrants 170 through 176 for \$3,083.04; Current Expense warrants 46422 through 46442 for \$22,825.91; Current Expense warrants 46443 through 46502 for \$1,172.39; Current Expense warrants 46503 through 46536 for \$136,670.47; Current Expense warrant 46537

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for \$359.00; Veteran's Assistance warrant 1235 for \$295.31; and Auditor O&M warrant 347 for \$422.76; for a total of \$220,510.72. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 11)

2-1-1 Phone Number

Mr. Brock said the county does not have funds available in Current Expense to pay for a request for providing some startup funds for 2-1-1 phone service. Mrs. Corkrum suggested looking at the E911 fund to see if there are any funds available. Mr. Brock said the proponents of 2-1-1 feel it will save E911 from some phone calls and some expense.

**PLANNING AND DEVELOPMENT DEPARTMENT**

Planning Director Jerrod MacPherson and Assistant Director Greg Wendt met with the Board.

Public Hearing: Short Plat SP 2005-10, short plat application for Weber Development, Inc., to short plat 4.37 acres into four lots, ranging in size from 1.0 acre to 1.19 acres. The property is zoned Rural Resident Transition 1.0 (RRT 1.0).

Public Hearing convened at 9:22 a.m. Present: Commissioners Brock, Corkrum and Koch; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: James Weber.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 12).

Mr. MacPherson showed a copy of the plat submitted by the applicant and surveyor. He explained that two of the lots have jogs in their shape because of a natural gas pipeline easement. The exempt well threshold of one acre is being maintained.

Mr. Brock asked if anyone in the audience would like to speak against the proposal. There was no response. Mr. Brock asked if anyone would like to speak in favor. James Weber spoke in favor. No one else was present in the audience.

Mr. Brock asked if there are any obstructions in the gas line right-of-way. Mr. MacPherson said it is all underground. Mr. Brock asked how deep? Mr. Weber said we haven't been able to find out. Mr. Brock said so a person can have pasture over it but

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not a structure. Mr. MacPherson said yes. It is a 75' easement. Mr. Wendt said the gas line right-of-way runs throughout West Pasco.

**Motion** – Mr. Koch: I move that we grant preliminary approval for Short Plat 2005-10 subject to the seven findings of fact and six conditions of approval. This is Resolution 3005-347. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 13)

**Final Approval Short Plat SP 2004-18, Bill Lane**

**Motion** – Mrs. Corkrum: I move the final approval for Short Plat 2004-18 for Bill Lane. This is Resolution 2005-348. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)

**DISPATCH**

Dispatch Superintendent Lieutenant Pat Hogan and Courthouse Facility Manager John Gessel met with the Board.

**E911 Funds**

Lt. Hogan said we do not have a contract with the state regarding E911 funds. There are requirements for use of the funds. Mr. Hogan uses the state forms to show what items are eligible to be used. They can only be used for 911-related items. Mrs. Corkrum said the 211 system will save 911 a lot of calls. Mr. Hogan said the funds cannot be used for items other than 911. The Board asked staff to contact a person in the state Emergency Management office who handles 911 for more information.

Troy Woody and Tom Hewitt joined the audience.

**Electrical and Carpet Quotes**

The estimate for electrical and carpet work in Dispatch totals \$5356.68. A new phone system is being installed in Dispatch that will track wireless calls coming in off of cell towers. The Dispatch room has been shut down for installation of the phone system. Lt. Hogan would like to have the electrical work and new carpet installed while the room is unoccupied. The Board reviewed the quote. Mr. Gessel said the carpet has been in the room since 1991.

Mr. Brock asked is there anywhere we can get this money? Lt. Hogan said Dispatch employees have personally paid for the new paint costing \$80. Mrs. Corkrum

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said that's not necessary. The Courthouse budget was reviewed. The cost will be paid as follows: \$4964.68 from Courthouse Budget and \$392 from Information Services Budget.

**Motion** – Mrs. Corkrum: I move the approval of the renovation of the Dispatch at a total of \$5356.68. This is Resolution 2005-349. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 15)

**Tower**

Lt. Hogan said a construction crew will be installing the communications cell tower at Kahlotus tomorrow.

**TRAC**

TRAC Manager Troy Woody and Tom Hewitt, TRAC's new Food and Beverage Director, met with the Board. Mr. Woody introduced Mr. Hewitt to the Board.

**Event Updates**

There are very few events being held at TRAC in the last few weeks or expected for the next few weeks. A lot of upkeep work is being done such as painting.

**Ice Rink**

Boards will be put up at the ice rink today. It is anticipated the ice will be ready by September 7. The National Hockey League's director of ice spent about two hours walking through the Pavilion, giving ideas to TRAC staff for inexpensive, quick fix solutions to problems. He has dealt with portable ice rinks elsewhere. Mr. Koch asked about upgrading the manifold. Mr. Woody said the PVC pipe had been breaking repeatedly in the same spot. The National Hockey League director told TRAC staff what to do to solve the problem.

**RV Park July Financial Review**

The RV Park is at 50% occupancy today with 26 stalls sold this morning. The phone calls are being answered. The web site has an email reservation system.

The July RV Park Financial Report was reviewed.

Mr. Woody has cancelled two ads in national magazines because of the cost outweighing the possible benefit.

**RV Park Website**

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Mr. Woody showed the Board a computer demonstration of the RV Park website.

**Recessed at 10:11 a.m.**

**Reconvened at 10:25 a.m.**

**SPEED LIMITS ON COUNTY ROADS**

Paul Pocinich, North Franklin School District (NFSD) Bus Garage Supervisor, Walt Gobel Pasco School Bus Garage Supervisor, and Engineer Tim Fife met with the Board.

Mr. Pocinich said the 35 miles per hour speed limit on gravel roads would definitely impact our system. It would increase our ride times for students over the school board's requirement to keep all our routes under an hour. Mr. Gobel said the state recommends we don't keep kids on the bus any longer than an hour. Many school districts statewide have a policy to keep routes less than an hour. Mr. Gobel said we base our country routes on time, not load. We're trying to keep our expenses down and not keep kids on the bus more than an hour. Mr. Gobel explained how the state funds transportation. The reimburse Pasco School District for 17 miles from a building.

Mr. Gobel said drivers in his department go by state law, 50 miles per hour on gravel roads. He complimented the county road department on their work being awesome. When the bus drivers let the road department know of a problem, the road department takes care of it the next day.

Mr. Brock said the 35 miles per hour speed limit proposal is because of the dust issue. He feels 50 miles per hour is fast and that school buses shouldn't be going 50 miles per hour.

Mr. Pocinich said NFSD has 38 buses with 32 routes. There are only six buses for backup. The 35 miles per hour speed limit would impact the district, including requiring purchasing new buses.

Mr. Brock thinks any school buses running 50 miles per hour is wrong.

Mrs. Corkrum said she thinks we'll have to rethink the idea of changing the gravel road speed limit to 35 miles per hour. Mr. Fife said maybe only certain areas

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should be 35 miles per hour. Mr. Brock said we're not trying to make a problem for the school buses.

Mr. Fife said the school district bus route maps would be helpful. He knows the routes change over time. The bus superintendents will provide maps to Mr. Fife.

Mr. Pocinich said we are maximizing the minimum load factor. If the load factor is dropped, some state funding will be dropped.

### **PUBLIC WORKS**

Engineer Tim Fife met with the Board.

#### Rural Intersection Safety Report

The Board reviewed the Rural Intersection Safety Report. There is \$500,000 of Federal funding available for safety projects. Mr. Fife pointed out that failure to stop is the number one reason listed on police reports for accidents at intersections. Mr. Fife recommended using the \$500,000 to take care of intersections, selecting high traffic corridors, using Glade Road first and probably Taylor Flats Road second. A priority array of all accidents in the county will be prepared.

**Motion** – Mr. Koch: I so move that we accept the Rural Intersection Safety Review as presented. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 16)

#### City of Pasco: Road 100/Broadmoor Interchange Cost Share Request

The City of Pasco has requested that the county share the cost of some road improvements at I-182 and Broadmoor Road (Road 100) interchange. The Board reviewed a letter from J-U-B Engineers prepared on behalf of the county. Mr. Fife explained the interchange is needed because of high density growth in Pasco. The traffic light is the portion of the work that would fix the problem created by additional traffic coming from the county north of Pasco. J-U-B has determined that Franklin County's share of the cost would be \$77,466.

Mr. Fife is proposing that a transfer of Federal aid funds be transferred from urban funds to the City of Pasco. There would not be any county funds involved. That would be our share of impact funds and the city would not receive any additional funds from the county. He asked for consensus approval to notify the City of Pasco that that

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county would agree to offer the \$77,466 based upon the analysis by J-U-B as our share of contribution for extension of that road. The Board gave **consensus approval**. Mr. Fife will prepare a resolution.

**AUDITOR**

Auditor Zona Lenhart met with the Board.

Voting Precincts

Ms. Lenhart showed the Board a map of voting precincts.

Auditor's O&M Fund

Ms. Lenhart said the Auditor's O&M Committee approved the purchase of folders and phones out of the Auditor's O&M budget. Mr. Brock asked if those items qualify to come out of that fund. Mrs. Lenhart said yes, anything to do with recording except salaries is allowed. A resolution will be prepared for the consent agenda.

License Plates

New license plates are issued every seven years. There has been delay in the manufacturing of aluminum and in processing the plates so the state has had a delay in sending license plates to the counties. The new license plates will cost \$24 starting January 1.

A new state system will be implemented no later than 2007. It will be a real time system that allows any county or state office that deals with license plates to know immediately when a license has been issued.

The Sequoia company has accepted Franklin County as a continuing customer. Franklin County has been a customer for almost 50 years but Sequoia had notified Franklin County they would not continue because Franklin County is too small. Ms. Lenhart listed some factors that made her want to use Sequoia instead of another company.

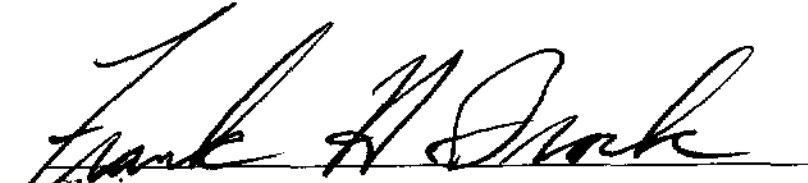
**Adjourned** at 11:32 a.m.

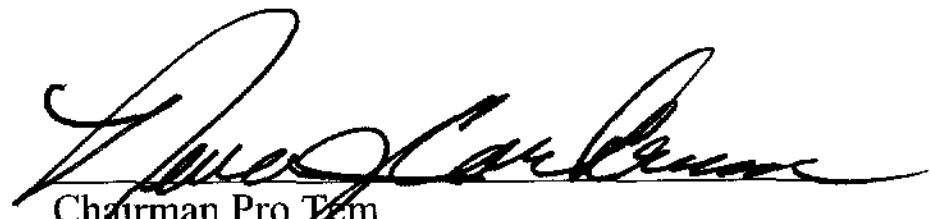


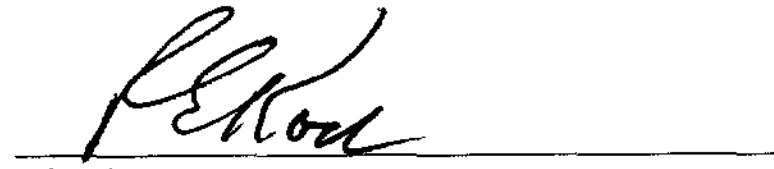
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until August 29, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed August 31, 2005.

**FRANKLIN COUNTY RESOLUTION NO. 2005 339**

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

**RE: RESCIND ALL MOTIONS GRANTING PROPERTY BENEFIT  
ASSESSMENT EXEMPTIONS FOR WEED, PEST CONTROL AND  
MOSQUITO DISTRICTS**

**WHEREAS**, Chapter 36.32.120 RCW providing for the power of county legislative authorities or Boards of County Commissioners grants no specific assessment or assessment exemption authority; and

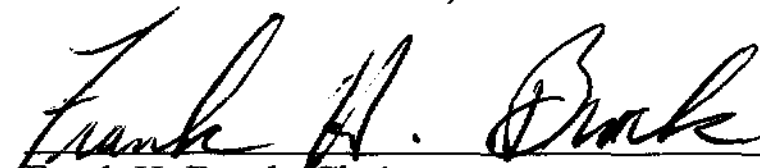
**WHEREAS**, said RCW does provide in part that the Board shall fix the amount of county taxes to be assessed, granting taxation purposes, but not assessment purposes; and

**WHEREAS**, Chapter 84.36 RCW provides for multiple exemptions to taxation on property, but not assessments on property, thus, concluding that Washington state law does not provide the Board with authority to exempt property from assessment within Weed, Pest Control and Mosquito Districts;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby rescinds all motions granting property benefit assessment exemptions for Weed, Pest Control and Mosquito Districts.

**APPROVED** this 22<sup>nd</sup> day of August 2005.

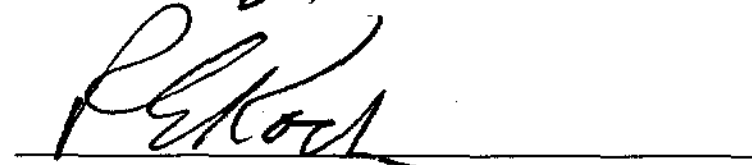
**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

  
Frank H. Brock, Chair

  
Neva J. Corkran, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Assessor

cc: Prosecutor's Office  
Mosquito Control Board  
Pest Board  
Weed Board

**FRANKLIN COUNTY RESOLUTION NO. 2005 340**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: PROCLAIMING SEPTEMBER 2005 AS NATIONAL PREPAREDNESS MONTH  
AND NOAA WEATHER RADIO AWARENESS MONTH**

**WHEREAS**, Governor Christine Gregoire proclaimed September 2005 as National Preparedness Month and NOAA Weather Radio Awareness Month in Washington State and urged all citizens to join in this special observance; and

**WHEREAS**, the citizens of Franklin County need to prepare themselves to be self-sufficient for at least three days following an act of terrorism, natural, or man-made disaster; and

**WHEREAS**, state agencies and state employees should be prepared so they can continue to provide essential public services after a disaster, and support the state's disaster response and recovery mission; and

**WHEREAS**, loss of life and property from all hazards, including terrorism, can be greatly reduced if citizens have information provided over the National Oceanic and Atmospheric Association (NOAA) Weather Radio; and

**WHEREAS**, the importance of monitoring NOAA Weather Radio will be highlighted during the month of September for NOAA, the city, county, and state emergency management agencies, and schools, hospitals, and businesses in the state;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby joins Governor Christine Gregoire in proclaiming September 2005 as National Preparedness Month and NOAA Weather Radio Awareness Month and urges all citizens in Franklin County to join in this special observance.

**APPROVED** this 22<sup>nd</sup> day of August 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chairman Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Emergency Management

cc: Cities: Connell, Kahlotus, Mesa and Pasco  
Elected Officials/Department Heads

**FRANKLIN COUNTY RESOLUTION NO. 2005 341**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$2,000 WITHIN THE 2005  
CURRENT EXPENSE AUDITOR BUDGET, NUMBER 001-000-060**

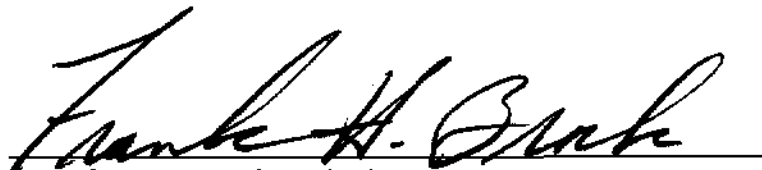
**WHEREAS**, the County Auditor requested a transfer due to insufficient funds in the Overtime line item; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$2,000 for this purpose;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$2,000 within the 2005 Current Expense Auditor Budget, Number 001-000-060, from line item 514.10.10.0080 (Recorder) to line item 514.10.10.0900 (Overtime).

**APPROVED** this 22<sup>nd</sup> day of August 2005.

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

  
Frank H. Brock, Chairman

Attest:

  
Neva J. Corkrum, Chairman Pro Tem

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Accounting

cc: Departmental Transfer Notebook

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 557FRANKLIN COUNTY RESOLUTION NO. 2005 342

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

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

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

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 contract between the Juvenile Court and the defense panel attorney, to-wit: Darin R. Campbell.

DATED this 29<sup>th</sup> day of August 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude L. Oliver  
Chairman of the Board  
Ma E. Bentley  
Member  
Leo M. Bouman  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Cami McKenzie  
Clerk of the Board

DATED this 22<sup>nd</sup> day of August 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Smith  
Chairman of the Board  
David J. Brown  
Chairman Pro Tem  
Phil Kaut  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Wither  
Clerk of the Board

**JUDGES**  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSLchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# **BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



**SHARON PARADIS, Administrator**  
Juvenile Court Services

## **SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

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

### **PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION**

This Personal Service Agreement (the "Agreement") by and between Benton County and Franklin County, political subdivisions of the State of Washington (also referred to as "the Counties"), and Darin R. Campbell, WSBA # 21301, an attorney admitted to practice law in the State of Washington (hereinafter referred to as "the Attorney") is effective from the last date of signature of the parties to this Agreement to December 31, 2006.

This Agreement is one of several individual personal service agreements to provide legal representation for indigent persons in the Benton and Franklin Counties Superior Courts, Juvenile Division (hereafter also referred to as "Juvenile Division").

WHEREAS, Benton County and Franklin County, as part of their system of criminal justice, are required to provide legal representation for individuals subject to proceedings commenced in the Juvenile Division, and who are financially unable to obtain legal counsel; and

WHEREAS, the determination of indigence and the need to appoint attorneys at the people's expense to represent indigent individuals are made by the Superior Courts of Benton and Franklin Counties, and/or the staff of the Benton and Franklin Counties Juvenile Justice Center; and

WHEREAS, the Attorney is engaged in the private practice of law and intends to devote a portion of that practice to representing individuals in juvenile court proceedings and desires to represent indigent clients as one of several attorneys participating in the Juvenile Division Civil Defense Panel programs; and

WHEREAS, the Attorney is admitted to practice law in the State of Washington, has been actively engaged in the practice of law for a minimum of one (1) year prior to the commencement of this Agreement, and has had practical experience in family law or the general practice of law.

THEREFORE, in consideration of the mutual benefits and covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

## 1. PROFESSIONAL SERVICES

- a. The Attorney, diligently and contentiously using the professional skills for which he/she is licensed, agrees to and will represent all indigent individuals for whom he/she is appointed to represent in civil proceedings in the Juvenile Division. Such representation shall in general include preparation and appearances in all phases of court proceedings including motions, review hearings, fact-finding, trial, disposition, and contempt proceedings.

The types of cases for which the Attorney agrees to provide legal counsel include but are not limited to, all civil proceedings filed in the Juvenile Division not covered by another contract or not the responsibility of another governmental entity. Typical cases include; trancies, At-Risk-Youth proceedings, dependencies, and proceedings for termination of parental rights.

The Attorney shall also handle all assigned civil cases returned to the Juvenile Division from any higher court, and any other civil matter in juvenile court for which publicly provided counsel is required by law. Furthermore, the Attorney agrees, on occasion, to accept appointment to represent an indigent person in juvenile court criminal proceedings if a conflict of interest prohibits any of the juvenile court criminal attorneys from representing an indigent party, or if such an appointment is deemed necessary by the Juvenile Court. The Attorney's representation includes preparing and filing all pleadings necessary to perfect an appeal to a court higher than the Juvenile Division and representing the appellant until an appellate counsel is appointed.

- b. The Attorney agrees not to accept appointments to provide indigent defense services in any courts other than Benton and Franklin Counties Superior Courts, Juvenile Division, including appeals therefrom during the term of this Agreement except as provided in paragraph 1a. above and paragraph 5 below.
- c. The Attorney acknowledges the duty of the Juvenile Division to provide indigent persons with competent legal counsel. Accordingly, the Juvenile Court will monitor the Attorney's performance to ensure that his/her assigned clients are receiving adequate representation. In the event of a concern with the Attorney's performance, the Juvenile Court Administrator will promptly provide the specifics of the concern and the expected resolution to the Attorney in writing.
- d. In order to comply with provisions under RCW 72.05.440 and WAC 275-37-030, Background Checks: RCW 13.40.570, Sexual Misconduct by State Employees, contractors, the Attorney shall agree to a criminal history background check, conducted as necessary by the COUNTIES.
- e. The Attorney further agrees to report a plea of guilty or a conviction of any of the following offenses to the Administrator of the Benton-Franklin Juvenile Justice Center within seven (7) days of such plea or conviction. Failure to report within seven days constitutes misconduct and grounds to immediately terminate this Agreement.

- a) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
  - b) Any crime specified in Chapter 9A.44 RCW when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
  - c) Any violent offense as defined in RCW 9.94A.030
- f. The Attorney certifies that the Attorney has read and is knowledgeable of the requirements of RCW 13.40.570 and of all crimes included in RCW 9A.44, Sexual Offense.

## 2. COMPENSATION

The Attorney is an independent licensed professional and the fees paid by the Counties to compensate the Attorney hereunder are professional service fees and not a salary for the services provided.

- a. Except as provided in paragraph 2b. below, the Counties shall compensate the Attorney as attorney fees and not as a salary for the professional services provided in the sum of four thousand seven hundred seventy-one dollars (\$4771.00) per month for the period between the date that this Agreement becomes effective and December 31, 2005. This amount includes compensation of one thousand eight hundred twenty-eight dollars (\$1,828.00) per month for representation in Truancies, At-Risk Youth Petitions and Children in Need of Services Petitions and two thousand nine hundred forty three dollars (\$2,943.00) per month for representation in all civil proceedings filed in the Juvenile Division including representation of parents, legal guardians and children in dependency and termination cases. This amount shall be paid on the last business day of each month of the term hereof beginning on the last day of the month in which this amendment becomes effective and ending on the last business day of December 2005.
- b. Except as provided in paragraph 2(c) below, compensation for the subsequent years shall be established as follows:
  - 1. January 1, 2006 to December 31, 2006:  
Compensation as set forth in paragraph 2(a) plus eighty percent (80%) of the percentage increase in the Seattle Metropolitan Consumer Price Index (CPI-W) for the year from June 2004 to June 2005 applied against the aforementioned rate of compensation. This amount shall be paid on the last business day of each month of the term hereof beginning on the last day of the month in which this amendment becomes effective and ending on the last business day of December 2006.
- c. Vendor warrants for compensation will be available for pick-up or mailing in the Prosser Office of the Benton County Auditor on the last working day of each month during the Agreement term.

## 3. EXPENSES

The Attorney agrees to provide his/her own labor and materials in the performance of this Agreement and agrees not to claim reimbursement for any expenses incurred in



representing any individual pursuant to this Agreement, except:

- a. Expenses incurred in obtaining expert testimony, scientific tests or analysis when authorized by court order;
- b. Expenses of a private investigator used to aid in the preparation of the defense of a matter when authorized by court order; and
- c. Expenses incurred for travel, meals, and lodging while away from home on any matter in which a change of venue has been granted will be compensated according to the US General Services Administration travel reimbursement rates.

4. TERM

The term of this Agreement shall be for the period commencing upon the effectiveness date of this Agreement, and concluding on December 31, 2006.

The Attorney understands and agrees that providing legal representation under this Agreement includes the obligation to complete all cases or matters assigned during the term of this Agreement. The Attorney shall continue his/her representation beyond the term of this Agreement in those cases not concluded during its term. For Juvenile Court dependencies and ARP's, continued representation refers only to concluding the current case activity, as defined below. The Attorney's obligation to complete all cases or matters beyond the term of this Agreement shall not result in any additional compensation over the amount specified herein.

"Current case activity" means the next hearing in a dependency, Child in Need of Services, or an At Risk Youth; provided the hearing is scheduled to take place within 60 days of the expiration of this Agreement.

5. COOPERATION WITH MEMBERS OF THE JUVENILE DIVISION CIVIL DEFENSE PANEL

The Attorney agrees to cooperate with the other attorneys in the Juvenile Division Civil Defense Panel. The Attorney, in cooperation with the other contracting attorneys, the Juvenile Court, and the Juvenile Justice Center staff shall be responsible for the equitable distribution of appointments among the contracting attorneys and the Counties shall bear no responsibility therefor.

The Attorney shall participate in designating one of the attorneys in the Juvenile Division Civil Defense Panel to serve as spokesperson for all participating attorneys and as liaison with the courts, Prosecuting Attorney's office, the boards of county commissioners, and bar associations. The attorney so designated shall serve for a minimum of three months and his/her name shall be submitted in writing to the Board of Benton County Commissioners.

The Attorney further agrees that in the event of a conflict of interest between the attorneys on any one of the three Benton County indigent defense panels, including the Juvenile Division Civil Defense Panel, that prohibits any of the attorneys on that particular panel from representing an indigent defendant, the Attorney, when appointed, will represent a defendant covered by the conflicted panel for no additional compensation.

## 6. NON-ASSIGNMENT

The Attorney shall not permit any other person to perform any of the services assigned under this Agreement, or assign or subcontract his/her responsibility to perform any of the services required by this Agreement without the prior approval of the Juvenile Court; provided that panel members, by mutual agreement, may make substitute appearance for one another on an as-needed basis. In no case shall the Attorney assign or sub-contract his/her responsibility for the performance of this Agreement for more than ninety (90) consecutive days; an assignment or sub-contract exceeding ninety (90) consecutive days is considered a vacancy under the provision of paragraph 8.

## 7. TERMINATION

- a. In the event a party fails to comply with any of the provisions of this Agreement, the other party shall have a right to terminate this Agreement upon ten (10) days written notice to the breaching party.
- b. In the event the Attorney's license to practice law in the state of Washington is revoked or otherwise limited or restricted, including disbarment or suspension from the practice of law, this Agreement shall terminate without further notice as of the effective date of the action.
- c. The Attorney may terminate this Agreement for any reason upon thirty (30) days written notice to the Counties. The Counties may terminate this Agreement for any reason upon ninety (90) days written notice to the Attorney.
- d. With the exception of paragraph 7b. above, the Attorney's obligation to continue representation set out in paragraph 4 above applies to any termination pursuant to this Section 7 ("TERMINATION").
- e. This Agreement and subsequent amendments, addenda or modifications thereto will terminate upon termination of funding from the Washington State Office of Public Defense for legal representation of parents in dependency and termination cases, which is the indirect source of funds for services identified in this Agreement.
- f. In the event that the Attorney fails to comply with the provisions under Section 1.d or 1.e. of this Agreement, this Agreement will automatically terminate effective the date of the noncompliance.

## 8. VACANCIES

When a vacancy on the Juvenile Division Civil Defense Panel occurs, Benton and/or Franklin County will advertise an intent to fill the vacancy by legal messenger to a majority of the law offices within Benton and Franklin Counties; Benton County will receive the written applications. Benton County will forward these applications to a selection panel comprised of members of the Juvenile defense panel, one person appointed by the Counties, and one person appointed by the Juvenile Court. The selection panel will recommend one or more persons to fill the vacancy, and have the recommendation approved by the judges of the Benton and Franklin Counties Superior Court. The selection panel will forward the approved

recommendation(s) to the Boards of Commissioners for the Counties by a date specified by the Counties. The Commissioners will consider the recommendation(s) and make the final determination on filling the vacancy. No vacancy will be filled with an attorney not approved by the Superior Court judges.

9. INSURANCE/INDEMNIFICATION

The Attorney shall maintain professional liability insurance coverage for the entire term of this Agreement, and include anyone else acting for or on behalf of the Attorney in the performance of this Agreement as an additional named insured on any such policy. The coverage shall apply to liability for a professional error, act, or omission arising out of the performance of services under this Agreement. Such insurance must be obtained from any insurance company authorized to do business in the State of Washington. The policy shall be written subject to limits of not less than \$200,000 per occurrence, loss, or person, with a maximum deductible of \$5,000. If the policy contains a general aggregate or policy limit, it shall be at least \$500,000. Before the Attorney provides any services hereunder, the Attorney will provide evidence that such insurance is in force and that the insurance will not be canceled without first giving thirty (30) days written notice to the Counties.

The Attorney covenants and agrees that he/she will indemnify, hold harmless, and defend Benton County, Franklin County and any of their officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, damage, costs, charges, expenses, and judgments of any nature whatsoever, whether direct or indirect, including reasonable costs and attorneys' fees, and whether to persons or property or business, to which Benton County and/or Franklin County or their officers, officials, employees or agents may have been subjected to by reason of any act, error, neglect, omission, or default on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance of this Agreement.

Should any suit or legal proceeding be brought against Benton County and/or Franklin County or any of their officers, officials, employees or agents arising out of any act, error, neglect, omission, or default of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the Attorney's own expense and to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred by or obtained against Benton County and/or Franklin County or any of their officers, officials, employees or agents in such proceedings.

10. REPORTS

The Attorney shall submit a monthly written report to the Juvenile Division listing, by respondent's name, the cases to which the Attorney was appointed during the preceding month. The report shall be submitted by the twentieth (20<sup>th</sup>) day of each month for assignments made during the preceding month. If the Attorney fails to comply with the requirements of this paragraph, the Counties may withhold compensation, following thirty (30) days written notice to the Attorney, until a proper report is received.

# 11. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create an employer/employee relationship between the parties. The parties agree that the Attorney is an independent contractor and not a Benton or Franklin County employee for any purpose; including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Washington Industrial Insurance Act (Title 51 RCW), Washington wage and hour laws, Washington Employment Security Act (Title 50 RCW). The Attorney acknowledges that he/she is not entitled to any benefits provided to employees of the Counties, including but not limited to vacation pay, holiday pay, sick leave, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded employees of the Counties. The Attorney has sole and absolute discretion in his/her professional legal judgement to determine the manner and means of providing the legal representation required hereunder. Furthermore, the parties agree that none of them will claim or construe that this Agreement creates any joint employment relationship between the Attorney and Benton or Franklin County, and that Benton and/or Franklin County will not be liable for any employment obligation toward the Attorney including but not limited to unpaid minimum wages and/or overtime premiums. The Attorney shall pay for all taxes, fees, licenses, or payments required by federal, state, or local laws that are now in effect or may be enacted during the term of this Agreement.

# 12. COMPLIANCE WITH LAWS

The Attorney agrees that all activity pursuant to this Agreement will be in accordance with all applicable federal, state, and local laws, rules, and regulations. It is the policy of the Counties that no person will be subjected to discrimination by the Counties or by their contractors because of race, color, national origin, sex, age, religion, creed, marital status, veteran status, the presence of any disability, or any other protected status under the law. The Attorney agrees to comply with that anti-discrimination policy.

# 13. GOVERNING LAW; FORUM

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

# 14. ATTORNEYS' FEES AND COSTS

If any dispute arises between the parties with respect to the matters covered by this Agreement, the predominantly prevailing party in such action shall be entitled, in addition to any other relief, to recover reasonable attorneys' fees and other costs and expenses incurred.

**15. SEVERABILITY**

The validity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Counties and the Attorney agree to replace any invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

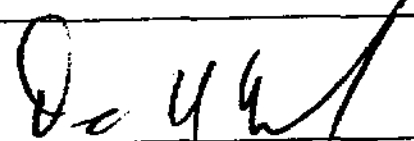
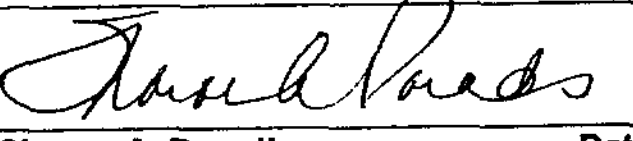
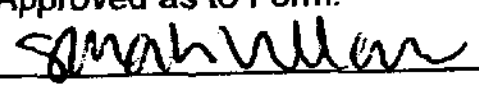
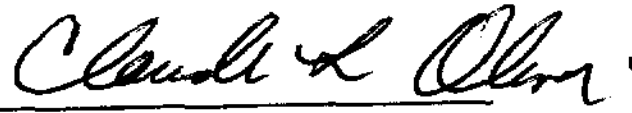


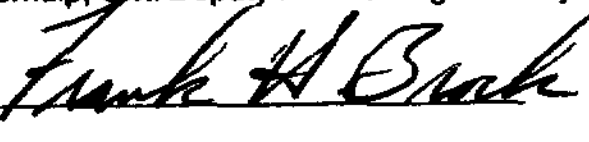
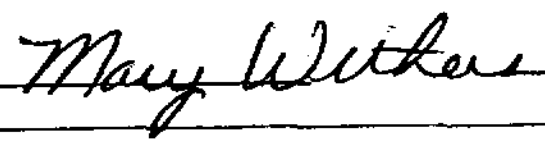
**16. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement, does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

**17. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Counties and the Attorney. The parties expressly acknowledge and agree that, in entering into this Agreement, they have not relied upon any terms (whether written or oral) not included in this Agreement. This Agreement may be modified or amended only by written instrument executed by both parties.

This Amendment shall be effective upon execution by the last signatory, below.

<b>Attorney</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
	
8-9-05 Date	8/9/05 Date
Darin R. Campbell	Sharon A. Paradis
<b>BENTON COUNTY APPROVAL</b> Approved as to Form:  8/11/05 Sarah Villanueva, Deputy Prosecuting Attorney Date By:  Name: Claude L. Oliver Title: Chairman, Board of Commissioners Date: 8-29-05 Attest: Clerk of the Board: 	<b>FRANKLIN COUNTY APPROVAL</b> Approved as to Form:  08.12.05 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date By:  Name: Frank H. Brock Title: Chairman, Board of Commissioners Date: AUG. 22, 2005 Attest: Clerk of the Board: 

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 08-29-05 F/C 08-22-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Contract Amendment for Civil Defense Panel Attorney	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Personal Service Agreement between Benton County and Defense Panel Attorney, Darin R. Campbell. The Agreement is one of several agreements to provide legal representation for indigent person in the Benton and Franklin Counties Superior Courts, Juvenile Division. Typical cases include but are not limited to civil proceedings, truancies, At-Risk-Youth, Children in Need of Services Petitions, dependencies and proceedings for termination of parental rights, unrestricted.

Washington State Office of Public Defense realigned the funding, current scope of work and compensation to secure additional funds for Benton and Franklin Counties as a result of our successful participation in the Indigent Defense Pilot Project.

**SUMMARY**

The cost savings for legal representation to indigent persons by the realignment of funding from Washington State Office of Public Defense are significant. By realigning duties will better serve the population.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners approve the Personal Service Agreement Amendment for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

**FISCAL IMPACT**

Cost savings to counties.

**Motion:**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Agreement with Mr. Campbell.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 556FRANKLIN COUNTY RESOLUTION NO. 2005 343

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DIANA ANDERSON, THUS, AMENDING BENTON COUNTY RESOLUTIONS 02 453 AND 04 559 AND FRANKLIN COUNTY RESOLUTIONS 2002 373 AND 2004 564.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended contract between the Juvenile Court and the civil defense panel attorneys, to-wit: Diana Anderson, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolutions 02-453 and 04 559 and Franklin County Resolution 2002-373 and 2004 564, 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 amended contract between the Juvenile Court and the defense panel attorney, to-wit: Diana Anderson, thus, amending Benton County Resolutions 02-453 and 04 559 and Franklin County Resolutions 2002-373 and 2004 564.

DATED this 29<sup>th</sup> day of August 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

*Charles R. Allen*  
Chairman of the Board  
*Mark E. Bentley*  
Member  
*Don M. Berman*  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

*Carmel McGeorge*  
Clerk of the Board

DATED this 22<sup>nd</sup> day of August 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

*Frank A. Brink*  
Chairman of the Board  
*Theresa Carlson*  
Chairman Pro Tem  
*Phoebe*  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

*Mary Wither*  
Clerk of the Board



**JUDGES**  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# **BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator  
Juvenile Court Services

## **SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

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

### **PERSONAL SERVICE AGREEMENT AMENDMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION**

This PERSONAL SERVICE AGREEMENT AMENDMENT ("Amendment") is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (collectively, "COUNTIES"), and Diana Anderson, WSBA #18297, an attorney admitted to practice law in the State of Washington ("the Attorney").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Service Agreement, numbered as Benton County Resolution No. 02 453 executed on September 16, 2002, Resolution No. 04 559 executed on November 29, 2004, Franklin County Resolution No. 2002 373 executed on October 7, 2002, and Resolution 2004 564 executed on December 8, 2004, shall be amended as follows:

#### **1. PROFESSIONAL SERVICES**

- e. If the Attorney contracts with the Washington State Office of Public Defense (WSOPD) to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the types of cases for which the Attorney will provide legal counsel as specified in paragraph 1(a) and 1(b) of the Personal Service Agreement will not apply. As long as the Attorney is under contract to the WSOPD and compensated by WSOPD to represent parents or legal guardians in dependency and termination cases, the Attorney will only be appointed to represent parents, legal guardians or children in dependency and termination cases, except as set forth in Section 1a, Paragraph 2, last sentence and Section 5 of the Personal Service Agreement. The number of parents or legal guardians in dependency and termination cases to which the Attorney will be appointed will be established by the WSOPD contract with the Attorney. The Attorney is responsible for providing a copy of the WSOPD contract and appointment provisions to the COUNTIES within fifteen (15) calendar days of entering into a WSOPD contract. The number of children in dependency and termination cases to which the Attorney will be appointed will be limited to 25 open cases.



- f. It is the responsibility of the Attorney to keep the Legal Process Supervisor, or her designee at the Juvenile Justice Center, appraised of the number of open cases to which the Attorney has been appointed under the Personal Service Agreement, this Amendment, and any WSOPD contract. The Attorney shall satisfy the requirements of this provision by submitting a monthly written report per the terms, conditions, and dates provided for in Section 10 of the Personal Service Agreement.
- g. If the WSOPD contract with the Attorney becomes inconsistent with the need of the COUNTIES for adequate representation in civil matters in juvenile court, the Attorney agrees to renegotiate the terms and conditions of this Amendment and/or the underlying Personal Service Agreement as necessary.

2. COMPENSATION:

- c. If the Attorney contracts with WSOPD to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the COUNTIES' fee payments specified in paragraphs 2(a) and 2(b) of the Personal Service Agreement will not apply. For 2005, if the Attorney receives WSOPD contract fees to represent indigent parents who are parties in the COUNTIES' dependency cases, the COUNTIES will pay the Attorney a reduced fee of two thousand three hundred forty-six dollars (\$2,346.00) payable per month for the period beginning with the effective date of this Amendment and ending December 31, 2005, pro-rated for any partial month. This fee is payable on the last business day of each month through December 31, 2005. If the WSOPD contract with the Attorney extends into 2006, during the term of this Amendment the Attorney's fee shall be determined per the formulas in 2 c.(1) below. If, before the end of this Amendment, the WSOPD contract with the Attorney is terminated, the Attorney will be compensated at the rate established in paragraph 2(b) of the Personal Service Agreement, subsequent thereto, beginning in the month following termination of the services performed pursuant to the WSOPD contract with the Attorney.

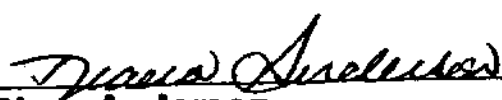
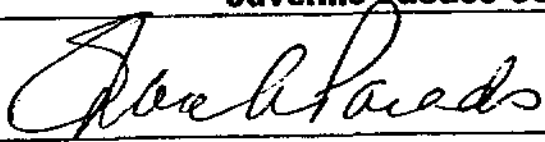






c. (1) While the Attorney contracts with WSOPD to represent parents in dependency and termination cases for the year 2006, the fee amount shall be established as follows:

- i. The parties agree that this paragraph of the Personal Services Agreement is deleted.
- ii. The parties agree that this paragraph of the Personal Services Agreement is deleted.
- iii. The parties agree that this paragraph of the Personal Services Agreement is deleted.
- iv. January 1, 2006 to December 31, 2006:  
The fee of two thousand three hundred forty-six dollars (\$2,346.00) plus eighty percent (80%) of the increase in the Seattle Metropolitan Consumer

Price Index (CPI-W) for the year from June 2004 to June 2005.

Except as expressly provided in this Amendment, all other terms and conditions of the original Personal Service Agreement, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This Amendment shall be effective upon execution by the last signatory, below.

Attorney	Benton Franklin Counties Juvenile Justice Center
 Diana Anderson	 Sharon A. Paradis
Date 8/9/05	Date
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p>          Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By:           Name: Claude L. Oliver          Title: Chairman, Board of Commissioners          Date: 8-29-05</p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p>          Ryan Verhulp, Civil Deputy Prosecuting Attorney Date 08.12.05</p> <p>By:           Name: Frank H. Brock          Title: Chairman, Board of Commissioners          Date: Aug. 22, 2005</p> <p>Attest:</p> <p>Clerk of the Board: </p>

2005 343

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> B/C 08-29-05 F/C 08-22-05	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>SUBJECT:</b> Contract Amendment for Civil Defense Panel Attorney	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Personal Service Agreement Amendment between Benton County and Defense Panel Attorney, Diana Anderson.

The Agreement is being amended as follows: in Section 1 add paragraph e, f, and g and modify Section 2 Compensation.

**SUMMARY**

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division for Diana Anderson on September 16, 2002 and October 7, 2002, respectively.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners approve the Personal Service Agreement Amendment for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

**FISCAL IMPACT**

No fiscal impact to either county.

**MOTION:**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Agreement Amendment with Ms. Anderson.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 558FRANKLIN COUNTY RESOLUTION NO. 2005 344

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DONNA PATRICIA MANNION, THUS, AMENDING BENTON COUNTY RESOLUTIONS 04 212 & 04 541 AND FRANKLIN COUNTY RESOLUTIONS 2004 254A & 2004 536.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended contract between the Juvenile Court and the civil defense panel attorneys, to-wit: Donna Patricia Mannion, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolutions 04-212 & 04 541 and Franklin County Resolutions 2004-254A & 2004 536, 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 amended contract between the Juvenile Court and the defense panel attorney, to-wit: Donna Patricia Mannion, thus, amending Benton County Resolutions 04-212 & 04 541 and Franklin County Resolutions 2004-254A & 2004 536.

DATED this 29<sup>th</sup> day of August 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Charles L. Chene  
Chairman of the Board  
Max E. Benoit  
Member  
Leo M. Bouman  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Carmel McKenzie  
Clerk of the Board

DATED this 22<sup>nd</sup> day of August 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Brink  
Chairman of the Board  
David Carlson  
Chairman Pro Tem  
Robert  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Withers  
Clerk of the Board

JUDGES  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSLchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### PERSONAL SERVICE AGREEMENT AMENDMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION

This PERSONAL SERVICE AGREEMENT AMENDMENT (Amendment) is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, STE 106, Kennewick, WA 99336-1388, (collectively "COUNTIES"), and Donna Patricia Mannion, WSBA #28278, an attorney admitted to practice law in the State of Washington (the Attorney).

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Service Agreement, numbered as Benton County Resolution No. 04 212 executed on May 17, 2004, Resolution 04 541 executed on November 15, 2004, Franklin County Resolution No. 2004 254A executed on May 24, 2004, and Resolution No. 2004 536 executed on November 22, 2004 shall be amended as follows:

#### 1. PROFESSIONAL SERVICES

- e. If the Attorney contracts with the Washington State Office of Public Defense (WSOPD) to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the types of cases for which the Attorney will provide legal counsel as specified in paragraph 1(a) or 1(b) of the Personal Services Agreement will not apply. As long as the Attorney is under contract to the WSOPD and compensated by WSOPD to represent parents or legal guardians in dependency and termination cases, the Attorney will only be appointed to represent parents, legal guardians or children in dependency and termination cases, except as set forth in Section 1a, Paragraph 2, last sentence and Section 5 of the Personal Service Agreement. The number of parents or legal guardians in dependency and termination cases to which the Attorney will be appointed will be established by the WSOPD contract with the Attorney. The Attorney is responsible for providing a copy of the WSOPD contract and appointment provisions to the COUNTIES within fifteen (15) calendar days of entering into a WSOPD contract. The number of children in dependency and termination cases to which the Attorney will be appointed will be limited to 25 open cases.




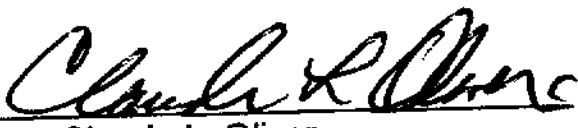

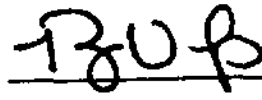
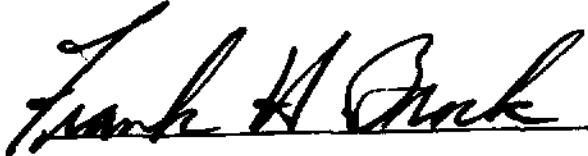
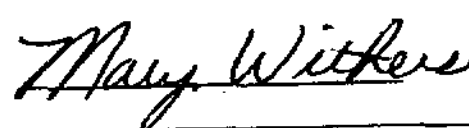
- f. It is the responsibility of the Attorney to keep the Legal Process Supervisor, or her designee at the Juvenile Justice Center, appraised of the number of open cases to which the Attorney has been appointed under the Personal Service Agreement, this Amendment, and any WSOPD contract. The Attorney shall satisfy the requirements of this provision by submitting a monthly written report per the terms, conditions, and dates provided for in Section 10 of the Personal Services Agreement.
- g. If the WSOPD contract with the Attorney becomes inconsistent with the need of the COUNTIES for adequate representation in civil matters in juvenile court, the Attorney agrees to renegotiate the terms and conditions of this amendment and/or its underlying Personal Services Agreement as necessary.

2. CONTRACT FEE:

- c. If the Attorney contracts with WSOPD to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the COUNTIES' fee payments specified in paragraphs 2(a) or 2(b) of the Personal Service Agreement will not apply. For 2005, if the Attorney receives WSOPD Contract fees to represent indigent parents who are parties in the COUNTIES' dependency cases, the COUNTIES will pay the Attorney a reduced fee of two thousand three hundred forty-six dollars (\$2,346.00) payable per month for the period beginning with the effective date of this amendment and ending December 31, 2005, prorated for any partial month. This fee is payable on the last business day of each month through December 31, 2005.  
If the WSOPD Contract with the Attorney extends into 2006 and beyond, during the term of this amendment the Attorney's fee shall be determined per the formulas in 2 d. below. If, before the end of this Amendment the WSOPD Contract with the Attorney is terminated, the Attorney will be compensated at the rate established in paragraph 2(b), subsequent thereto, beginning in the month following termination of the services performed pursuant to the WSOPD Contract with the Attorney.
- d. While the Attorney contracts with WSOPD to represent parents in dependency and termination cases for 2006, the fee amount shall be established as follows:
  - i. The parties agree that this paragraph of the Personal Services Agreement is deleted.
  - ii. January 1, 2006 to December 31, 2006:  
The fee of two thousand three hundred forty-six dollars (\$2,346.00) plus eighty percent (80%) of the increase in the Seattle Metropolitan Consumer Price Index (CPI-W) for the year from June 2004 to June 2005. This fee is payable on the last business day of each month through December 31, 2006.

Except as expressly provided in this Personal Services Agreement Amendment, all other terms and conditions of the original Personal Services Agreement, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the last signatory, below:

<b>Attorney</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
	 8/9/05
Donna Mannion	Sharon A. Paradis
Date	Date
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p> 8/11/05</p> <p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: Claude L. Oliver</p> <p>Title: Chairman, Board of Commissioners</p> <p>Date: 8-29-05</p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p> 08.12.05</p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: Frank H. Brock</p> <p>Title: Chairman, Board of Commissioners</p> <p>Date: AUG. 22, 2005</p> <p>Attest:</p> <p>Clerk of the Board: </p>

2005 344

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
<b>MEETING DATE:</b> B/C 08-29-05 F/C 08-22-05	Executive Contract <u>xx</u>	
<b>SUBJECT:</b> Contract Amendment for Civil Defense Panel Attorney	Pass Resolution <u>xx</u>	
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	
	Other	

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Personal Service Agreement Amendment between Benton County and Defense Panel Attorney, Donna Patricia Mannion. The Agreement is being amended as follows: in Section 1 add paragraph e, f, and g and modify Section 2 Compensation.

**SUMMARY**

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division for Donna Patricia Mannion on May 17, 2004 and May 24, 2004, respectively.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners approve the Personal Service Agreement Amendment for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

**FISCAL IMPACT**

No fiscal impact to either county.

Motion:

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Agreement Amendment with Ms. Mannion.



## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

05 559

2005 345

FRANKLIN COUNTY RESOLUTION NO.

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KATHLEEN MORENO, THUS, AMENDING BENTON COUNTY RESOLUTIONS 03 397 AND 04 544 AND FRANKLIN COUNTY RESOLUTIONS 2003-400 AND 2004 539.

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended contract between the Juvenile Court and the civil defense panel attorneys, to-wit: Kathleen Moreno, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolutions 03 397 and 04 544 and Franklin County Resolutions 2003 400 and 2004 539, 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 amended contract between the Juvenile Court and the defense panel attorney, to-wit: Kathleen Moreno, thus, amending Benton County Resolutions 03 397 and 04 544 and Franklin County Resolutions 2003 400 and 2004 539.

DATED this 29<sup>th</sup> day of August 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Charles L. Orr  
Chairman of the Board  
Michael Benitez  
Member  
Dea M. Beemer  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Carrie McKenzie  
Clerk of the Board

DATED this 22<sup>nd</sup> day of August 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Burk  
Chairman of the Board  
David Jackson  
Chairman Pro Tem  
Pat Cook  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Withers  
Clerk of the Board

**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSLchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### PERSONAL SERVICE AGREEMENT AMENDMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION

This PERSONAL SERVICE AGREEMENT AMENDMENT (Amendment) is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, STE 106, Kennewick, WA 99336-1388, (collectively "COUNTIES"), and Kathleen Moreno, WSBA #15725, an attorney admitted to practice law in the State of Washington (the Attorney).

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Service Agreement, numbered as Benton County Resolution No. 03 397 executed on July 28, 2003, Resolution 04 544 executed on November 15, 2004, Franklin County Resolution No. 2003 400 executed on August 4, 2003, and Resolution 2004 539 executed on November 22, 2004 shall be amended as follows:

#### 1. PROFESSIONAL SERVICES

- e. If the Attorney contracts with the Washington State Office of Public Defense (WSOPD) to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the types of cases for which the Attorney will provide legal counsel as specified in paragraph 1(a) or 1(b) of the Personal Services Agreement will not apply. As long as the Attorney is under contract to the WSOPD and compensated by WSOPD to represent parents or legal guardians in dependency and termination cases, the Attorney will only be appointed to represent parents, legal guardians or children in dependency and termination cases, except as set forth in Section 1a, Paragraph 2, last sentence and Section 5 of the Personal Service Agreement. The number of parents or legal guardians in dependency and termination cases to which the Attorney will be appointed will be established by the WSOPD contract with the Attorney. The Attorney is responsible for providing a copy of the WSOPD contract and appointment provisions to the COUNTIES within fifteen (15) calendar days of entering into a WSOPD contract. The number of children in dependency and termination cases to which the Attorney will be appointed will be limited to 25 open cases.
- f. It is the responsibility of the Attorney to keep the Legal Process Supervisor, or her

designee at the Juvenile Justice Center, appraised of the number of open cases to which the Attorney has been appointed under the Personal Service Agreement, this Amendment, and any WSOPD contract. The Attorney shall satisfy the requirements of this provision by submitting a monthly written report per the terms, conditions, and dates provided for in Section 10 of the Personal Services Agreement.

- g. If the WSOPD contract with the Attorney becomes inconsistent with the need of the COUNTIES for adequate representation in civil matters in juvenile court, the Attorney agrees to renegotiate the terms and conditions of this amendment and/or its underlying Personal Services Agreement as necessary.

## 2. CONTRACT FEE:

- c. If the Attorney contracts with WSOPD to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the COUNTIES' fee payments specified in paragraphs 2(a) or 2(b) of the Personal Service Agreement will not apply. For 2005, if the Attorney receives WSOPD Contract fees to represent indigent parents who are parties in the COUNTIES' dependency cases, the COUNTIES will pay the Attorney a reduced fee of two thousand three hundred forty-six dollars (\$2,346.00) payable per month for the period beginning with the effective date of this amendment and ending December 31, 2005, prorated for any partial month. This fee is payable on the last business day of each month through December 31, 2005.

If the WSOPD Contract with the Attorney extends into 2006 and beyond, during the term of this amendment the Attorney's fee shall be determined per the formulas in 2 d. below. If, before the end of this Amendment the WSOPD Contract with the Attorney is terminated, the Attorney will be compensated at the rate established in paragraph 2(b), subsequent thereto, beginning in the month following termination of the services performed pursuant to the WSOPD Contract with the Attorney.

- d. While the Attorney contracts with WSOPD to represent parents in dependency and termination cases for the year 2006, the fee amount shall be established as follows:

- i. The parties agree that this paragraph of the Personal Services Agreement is deleted.





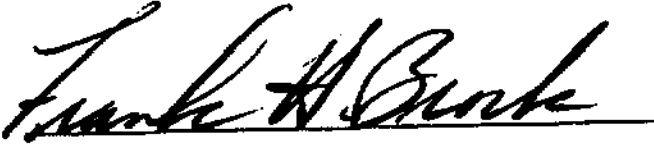
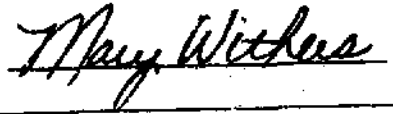
- ii. The parties agree that this paragraph of the Personal Services Agreement is deleted.

- iii. January 1, 2006 to December 31, 2006:

The fee of two thousand three hundred forty-six dollars (\$2,346.00) plus eighty percent (80%) of the increase in the Seattle Metropolitan Consumer Price Index (CPI-W) for the year from June 2004 to June 2005. This fee is payable on the last business day of each month through December 31, 2006.

Except as expressly provided in this Personal Services Agreement Amendment, all other terms and conditions of the original Personal Services Agreement, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the last signatory, below:

<b>Attorney</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Kathleen Moreno</b> <b>Date</b> <u>8/9/05</u>	 <b>Sharon A. Paradis</b> <b>Date</b> <u>8/9/05</u>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Sarah Villanueva 8/11/05</u>  Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By:   Name: <u>Claude L. Oliver</u>  Title: <u>Chairman, Board of Commissioners</u>  Date: <u>8-29-05</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>TRU4 08.12.05</u>  Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By:   Name: <u>Frank H. Brock</u>  Title: <u>Chairman, Board of Commissioners</u>  Date: <u>AUG. 22, 2005</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>

2005 345

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
<b>MEETING DATE:</b> B/C 08-29-05 F/C 08-22-05	Executive Contract <u>xx</u>	
<b>SUBJECT:</b> Contract Amendment for Civil Defense Panel Attorney	Pass Resolution <u>xx</u>	
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	
	Other	

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Personal Service Agreement Amendment between Benton County and Defense Panel Attorney, Kathleen Moreno. The Agreement is being amended as follows: in Section 1 add paragraph e, f, and g and modify Section 2 Compensation

**SUMMARY**

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division for Kathleen Moreno on July 28, 2003 and August 4, 2003, respectively.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners approve the Personal Service Agreement Amendment for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

**FISCAL IMPACT**

No fiscal impact to either county.

**Motion:**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Agreement Amendment with Ms. Moreno.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 560FRANKLIN COUNTY RESOLUTION NO. 2005 346

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JARED D. PAULSEN, THUS, AMENDING BENTON COUNTY RESOLUTIONS 03 318 AND 04 515 AND FRANKLIN COUNTY RESOLUTIONS 2003 334 AND 2004 506

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

WHEREAS, approval then necessitates amending Benton County Resolutions 03 318 and 04 515 and Franklin County Resolutions 2003-334 and 2004 506, 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 amended contract between the Juvenile Court and the defense panel attorney, to-wit: Jared D. Paulsen, thus, amending Benton County Resolutions 03 318 and 04 515 and Franklin County Resolutions 2003 334 and 2004 506.

DATED this 29<sup>th</sup> day of August 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude L. Clark  
Chairman of the Board  
Mark E. Benoit  
Member  
Leo M. Brumman  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Carmen McKenzie  
Clerk of the Board

DATED this 22<sup>nd</sup> day of August 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Brink  
Chairman of the Board  
Anna L. Jackson  
Chairman Pro Tem  
Reesh  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Withers  
Clerk of the Board

JUDGES  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSLchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### PERSONAL SERVICE AGREEMENT AMENDMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION

This PERSONAL SERVICE AGREEMENT AMENDMENT (Amendment) is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (collectively, "COUNTIES"), and Jared D. Paulsen, WSBA #32791", an attorney admitted to practice law in the State of Washington (the Attorney).

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Service Agreement, numbered as Benton County Resolution No. 03 318 executed on June 16, 2003, Resolution No. 04 515 executed on November 1, 2004, Franklin County Resolution No. 2003 334 executed on June 23, 2003, and Resolution No. 2004 506 executed on November 8, 2004, shall be amended as follows:

#### 1. PROFESSIONAL SERVICES

- e. If the Attorney contracts with the Washington State Office of Public Defense (WSOPD) to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the types of cases for which the Attorney will provide legal counsel as specified in paragraph 1(a) or 1(b) of the Personal Service Agreement will not apply. As long as the Attorney is under contract to the WSOPD and compensated by WSOPD to represent parents or legal guardians in dependency and termination cases, the Attorney will only be appointed to represent parents, legal guardians or children in dependency and termination cases, except as set forth in Section 1a, Paragraph 2, last sentence and Section 5 of the Personal Service Agreement. The number of parents or legal guardians in dependency and termination cases to which the Attorney will be appointed will be established by the WSOPD contract with the Attorney. The Attorney is responsible for providing a copy of the WSOPD contract and appointment provisions to the COUNTIES within fifteen (15) calendar days of entering into a WSOPD contract. The number of children in dependency and termination cases to which the Attorney will be appointed will be limited to 25 open cases.
- f. It is the responsibility of the Attorney to keep the Legal Process Supervisor, or her

designee at the Juvenile Justice Center, appraised of the number of open cases to which the Attorney has been appointed under the Personal Service Agreement, this Amendment, and any WSOPD contract. The Attorney shall satisfy the requirements of this provision by submitting a monthly written report per the terms, conditions, and dates provided for in Section 10 of the Personal Service Agreement.

- g. If the WSOPD contract with the Attorney becomes inconsistent with the need of the COUNTIES for adequate representation in civil matters in juvenile court, the Attorney agrees to renegotiate the terms and conditions of this Amendment and/or its underlying Personal Service Agreement as necessary.

## 2. COMPENSATION:

- c. If the Attorney contracts with the WSOPD to represent indigent parents who are parties to dependency matters during any period for which the State pays the Attorney under the terms of the WSOPD contract, the COUNTIES' fee payments specified in paragraphs 2(a) and 2(b) of the Personal Service Agreement will not apply. For 2005, if the Attorney receives WSOPD Contract fees to represent indigent parents who are parties in the COUNTIES' dependency cases, the COUNTIES will pay the Attorney a reduced fee of two thousand three hundred forty-six dollars (\$2,346.00) payable per month for the period beginning with the effective date of this Amendment and ending December 31, 2005, pro-rated for any partial month. This fee is payable on the last business day of each month through December 31, 2005. If the WSOPD Contract with the Attorney extends into 2006 and beyond, during the term of this Amendment the Attorney's fee shall be determined per the formulas in 2 c.(1) below. If, before the end of this Amendment the WSOPD Contract with the Attorney is terminated, the Attorney will be compensated at the rate established in paragraph 2(b) of the Personal Service Agreement, subsequent thereto, beginning in the month following termination of the services performed pursuant to the WSOPD Contract with the Attorney.

- (1). While the Attorney contracts with WSOPD to represent parents in dependency and termination cases for the year 2006, the fee amount shall be established as follows:


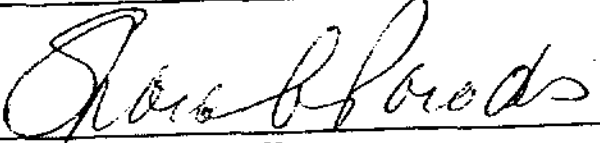
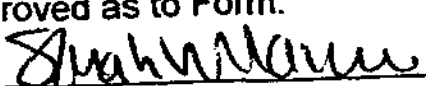




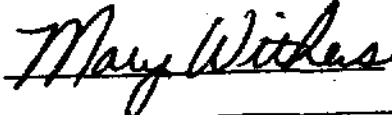
- i. The parties agree that this paragraph of the Personal Services Agreement is deleted.
- ii. The parties agree that this paragraph of the Personal Services Agreement is deleted.
- iii. January 1, 2006 to December 31, 2006:

The fee of two thousand three hundred forty-six dollars (\$2,346.00) plus eighty percent (80%) of the increase in the Seattle Metropolitan Consumer Price Index (CPI-W) for the year from June 2004 to June 2005. This fee is payable on the last business day of each month through December 31, 2006.



Except as expressly provided in this Amendment, all other terms and conditions of the original Personal Services Agreement, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the last signatory, below.

<b>Attorney</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Jared D. Paulsen</b> <b>Date</b> <u>8-9-05</u>	 <b>Sharon A. Paradis</b> <b>Date</b> <u>8/9/05</u>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:    <b>Sarah Villanueva, Deputy Prosecuting Attorney</b> <b>Date</b> <u>8/11/05</u></p> <p>By:   <b>Name:</b> <u>Claude L. Oliver</u>  <b>Title:</b> <u>Chairman, Board of Commissioners</u>  <b>Date:</b> <u>8-29-05</u></p> <p>Attest:  <b>Clerk of the Board:</b> </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:    <b>Ryan Verhulp, Civil Deputy Prosecuting Attorney</b> <b>Date</b> <u>08.12.05</u></p> <p>By:   <b>Name:</b> <u>Frank H. Brock</u>  <b>Title:</b> <u>Chairman, Board of Commissioners</u>  <b>Date:</b> <u>AUG. 22, 2005</u></p> <p>Attest:  <b>Clerk of the Board:</b> </p>

2005 346

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	<b>CONSENT AGENDA</b> <u>xx</u>
<b>MEETING DATE:</b> B/C 08-29-05 F/C 08-22-05	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>SUBJECT:</b> Contract Amendment for Civil Defense Panel Attorney	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Personal Service Agreement Amendment between Benton County and Defense Panel Attorney, Jared D. Paulsen. The Agreement is being amended as follows: in Section 1 add paragraph e, f, and g and modify Section 2 Compensation.

**SUMMARY**

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Agreement for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division for Jared D. Paulsen on June 16, 2003 and June 23, 2003, respectively.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners approve the Personal Service Agreement Amendment for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

**FISCAL IMPACT**

No fiscal impact to either county.

**Motion:**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Agreement Amendment with Mr. Paulsen.

# FRANKLIN COUNTY

## Office of the Treasurer

1016 N. 4th AVE.  
PASCO, WASHINGTON 99301  
PHONE (509) 545-3518  
FAX (509) 545-2136

Virginia "Jenny" Zacher  
Treasurer

August 17, 2005

Board of Franklin County Commissioners  
1016 N. 4<sup>th</sup>  
Pasco, WA 99301

RECEIVED  
AUG 22 2005  
FRANKLIN COUNTY  
COMMISSIONER

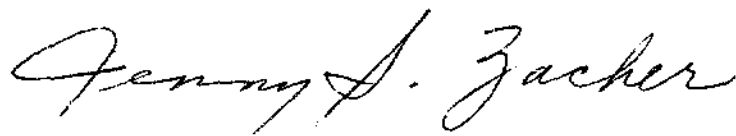
Dear Board,

This is to inform you of my decision to retire from my position as treasurer of Franklin County on September 30, 2005. It has been a great privilege to have worked in the treasurer's office for 30 years and a honor to serve the county as treasurer for 12 years and 9 months. I appreciate the board's courtesy and support they have shown me throughout the years.

While I look forward to my retirement, I will miss working with everyone and I will always hold close the friendships that have formed over the past 30 years.

I would like the board to know, I will do everything I can to assist the newly appointed treasurer during this time of transition.

Sincerely,



Jenny S. Zacher  
County Treasurer

EXHIBIT 10  
Franklin County Auditor

August 22, 2005

1016 North 4th Avenue  
Pasco, WA 99301

ZONA LENHART, Auditor  
509-545-3840 • Fax: (509) 545-2142  
www.co.franklin.wa.us

P.O. Box 1451  
Pasco, WA 99301

August 22, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, August 22, 2005,  
Move that the following warrants be approved for payment:



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Grand Old 4 <sup>th</sup>	76-78	\$19,370.75

In the amount of **19,370.75**. The motion was seconded by  
And passed by a vote of 3 to 0.



EXHIBIT 11  
**Franklin County Auditor**

August 22, 2005

1016 North 4th Avenue  
Pasco, WA 99301


ZONA LENHART, Auditor  
509-545-3840 • Fax: (509) 545-2142  
www.co.franklin.wa.us

P.O. Box 1451  
Pasco, WA 99301

August 22, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, August 22, 2005,   
Move that the following warrants be approved for payment:

<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
TRAC	8712-8772	\$55,681.84
Franklin County RV Facility	170-176	\$3,083.04
Current Expense	46422-46442	\$22,825.91
Current Expense	46443-46502	\$1,172.39
Current Expense	46503-46536	\$136,670.47
Current Expense	46537	\$359.00
Veteran's Assistance	1235	\$295.31
Auditor O&M	347	\$422.76

In the amount of 220,510.72. The motion was seconded by  
And passed by a vote of 3 to 0



Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

## FRANKLIN COUNTY ACTION SUMMARY

<b>Agenda Item:</b> Weber Development Inc.	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
<b>Meeting Date:</b> August 22, 2005	Execute Contract	Public Hearing <b>X</b>
<b>Subject:</b> SP-2005-10 to Short Plat 4.37 acres into four (4) lots	Pass Resolution <b>X</b>	1st Discussion
	Pass Ordinance	2nd Discussion
<b>Prepared By:</b> Greg Wendt	Pass Motion <b>X</b>	Other: <i>Preliminary Approval</i>
<b>Reviewed By:</b> Jerrod MacPherson	Other	

**BACKGROUND INFORMATION:**

The applicant has applied to short plat 4.37 acres into four (4) lots. The four (4) lots range in size from 1.0 acre to 1.19 acres. The property is zoned Rural Residential Transition 1.0 (RRT 1.0).

The property is located north of Pasco, west of Road 36, south of Melody Lane near the south-west intersection of Road 36 and Melody Lane (114-291-142 and 114-291-151).

As submitted, the application is in compliance with the standards specified in the County Subdivision Ordinance #3-2000.

According to Chapter 8 of the County Subdivision Ordinance, the Board of County Commissioners shall, after conferring with appropriate officials and agencies, make and enter findings into the record and determine whether the short plat be approved with conditions, returned to the applicant for modification or denied.

**FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;

Action Summary  
SP-2005-10  
Page 2

- 7). Subdivision improvements are not required for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

**AGENCY COMMENTS/CONDITIONS OF APPROVAL:**

**General Comments:**

1. **Fire District #3:** No comments.

**Conditions of Approval:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated July 29, 2005).
2. **Franklin PUD:** Applicant shall comply with the PUD requirements including placing the PUD's standard language on the plat.
3. **Assessor/GIS:** The Assessor's records show different owner than what is shown on the plat.
4. **Public Works:** The right of ways for both Road 36 N. (40') and Melody Lane (30') shall be shown as dedicated and labeled as such on the plat; Add the following notes to the plat: 1) Approach permits are required for any new approaches onto county roads; and 2) Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewers, and/or sanitary sewers.
5. **Fire Code Official:**
  - a. Because this area is covered by Volunteer Fire District # 3 for fire suppression, the following separation standards shall be placed on the face of the plat and be required for all new structures on each lot:

Unless there is a Fire Hydrant located within 500 Feet of the proposed building/structures.

- i. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
- ii. Rear yard setback: Twenty-five (25) feet.
- iii. Side yard setback: Twenty (20) feet.
- iv. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.

## Action Summary

SP-2005-10

Page 3

- b. No Building and or structures are allowed to be built on the pipeline easement shown on the Short Plat in Lots 3 and 4. This standard shall be placed on the face of the plat.
- c. Mackay and Sposito, Inc. (Surveyor) will need to obtain a Franklin County Certificate of Business Registration for 2005 Year.

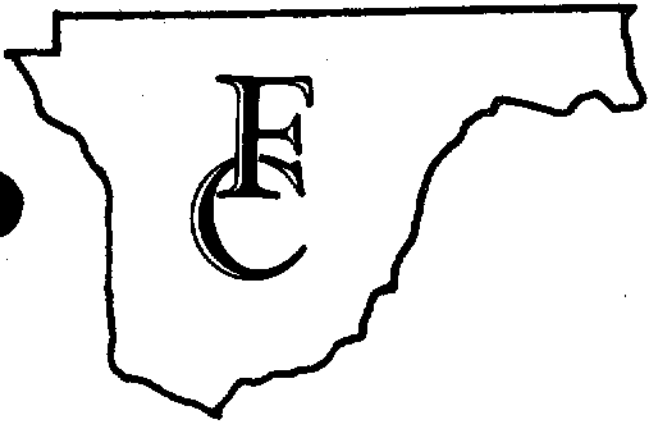
6. **Franklin County Planning Department:**

- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. Lots # 2, 3, and 4 are subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lot. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lots # 2, 3, and 4. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
- c. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Benton-Franklin Health Department, Franklin PUD, County Treasurer, Chairman-Board of County Commissioners.
- d. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

**MOTION**

Grant preliminary approval of Short Plat 2005-10 subject to the seven (7) findings of fact and six (6) conditions of approval.





# FRANKLIN COUNTY

## COMMISSIONERS

Courthouse - 1016 North 4th  
Pasco, Washington 99301  
(509) 545-3535

RESOLUTION NUMBER 2005 347

### PRELIMINARY APPROVAL

#### BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON IN THE MATTER OF COUNTY PLANNING

**RE:** SP 2005-10, to short plat 4.37 acres into four (4) lots. The four (4) lots range in size from 1.0 acre to 1.19 acres. The property is zoned Rural Residential Transition 1.0 (RRT 1.0). The property is located north of Pasco, west of Road 36, south of Melody Lane near the southwest intersection of Road 36 and Melody Lane (114-291-142 and 114-291-151).

**APPLICANT:** Weber Development Inc., 2839 W Kennewick, WA 99336.

**WHEREAS**, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Weber Development, Inc. and has recommended preliminary approval of the preliminary short plat and finds the following:

**FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;
- 7). Subdivision improvements **are not required** for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

**2005 347****RESOLUTION NUMBER**

Preliminary Approval  
SP-2005-10- August 22, 2005  
Page Two

**CONDITIONS OF APPROVAL:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated July 29, 2005).
2. **Franklin PUD:** Applicant shall comply with the PUD requirements including placing the PUD's standard language on the plat.
3. **Assessor/GIS:** The Assessor's records show different owner than what is shown on the plat.
4. **Public Works:** The right of ways for both Road 36 N. (40') and Melody Lane (30') shall be shown as dedicated and labeled as such on the plat; Add the following notes to the plat: 1) Approach permits are required for any new approaches onto county roads; and 2) Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewers, and/or sanitary sewers.
5. **Fire Code Official:** 1) No structures are allowed to be built on the pipeline easement shown on the Short Plat in Lots 3 and 4. This standard shall be placed on the face of the plat; 2) Mackay and Sposito, Inc. (Surveyor) will need to obtain a Franklin County Certificate of Business Registration for 2005 Year; 3) Because this area is covered by Volunteer Fire District # 3 for fire suppression, the following separation standards shall be placed on the face of the plat and shall be required for all new structures on each lot:

Unless there is a Fire Hydrant located within 500 Feet of the proposed building/structures.

- a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
  - b. Rear yard setback: Twenty-five (25) feet.
  - c. Side yard setback: Twenty (20) feet.
  - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.
6. **Franklin County Planning Department:**
    - a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
    - b. Lots # 2, 3 and 4 are subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lot. If the applicant chooses to not pay the fee prior to recording, then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lots # 2, 3, and 4. This shall be paid prior to building permit issuance for a new home on the applicable lot.

RESOLUTION NUMBER 2005 347

Preliminary Approval  
SP-2005-10- August 22, 2005  
Page Three

- c. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Benton-Franklin Health Department, Franklin PUD, County Treasurer, Chairman-Board of County Commissioners.
- d. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

**WHEREAS**, the public use and interest will be served by giving preliminary approval to the above-mentioned application, and;

**NOW THEREFORE, BE IT RESOLVED** that the above-mentioned application be given preliminary approval in accordance with the provisions of the Franklin County Subdivision Ordinance #03-2000.

**SIGNED AND DATED THIS 22<sup>nd</sup> DAY OF AUGUST 2005.**


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

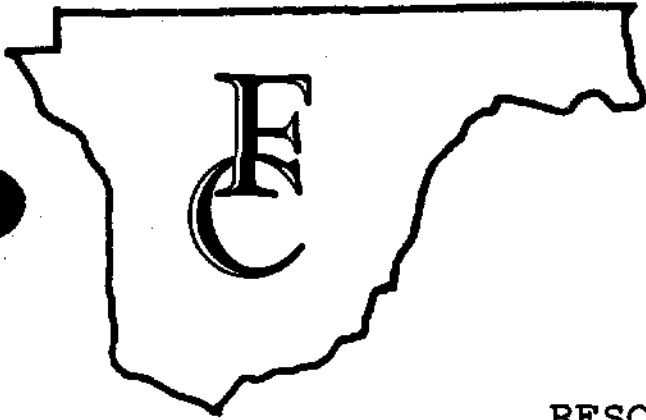
  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
CHAIR PRO TEM

  
\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
MEMBER



# FRANKLIN COUNTY

## COMMISSIONERS

Courthouse - 1016 North 4th  
Pasco, Washington 99301

RESOLUTION NUMBER 2005 348 (509) 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:  
IN THE MATTER OF COUNTY PLANNING

RE: Final Approval for SP 2004-18

WHEREAS, this Board did hold a public hearing on **December 15, 2004** to consider the short plat of Bill Lane; and

WHEREAS, the Board of County Commissioners have determined the following:

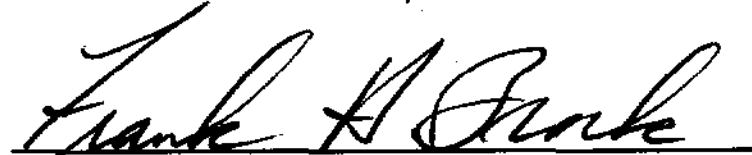
1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Bill Lane for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Bill Lane be approved and the chairman so indicate by signing the final short plat.

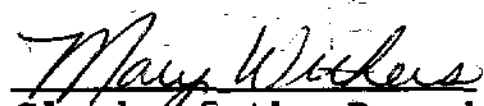
SIGNED AND DATED THIS 22<sup>nd</sup> DAY OF AUGUST 2005.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chair Pro Tem

Attest:

  
Clerk of the Board

  
Member

**FRANKLIN COUNTY RESOLUTION NO. 2005-349**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: ACCEPTANCE OF CONSTRUCTION BID FOR DISPATCH IN THE AMOUNT  
OF \$5,356.68**

**WHEREAS**, the Dispatch Superintendent notified the Board that a new telephone system to track cell phone calls was installed in the Dispatch Center; and

**WHEREAS**, the Superintendent also requested funding for new carpeting and duct cleaning to accompany the remodel; and

**WHEREAS**, the Facilities & Maintenance Superintendent suggested utilizing the Courthouse Budget for the majority of expense; and

**WHEREAS**, Information Services agreed to pay for the power posts at a cost of \$392; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached construction bid for Dispatch in the amount of \$5,356.68, to be paid from the 2005 Current Expense Courthouse Budget and Information Services Budget as follows:


- \$4,964.68 to be paid from the Courthouse Budget, Number 001-000-200, line item 518.30.48.0001 (Repairs & Maintenance - PSB).
- \$392.00 to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.42.0005 (wiring).

**APPROVED** this 22<sup>nd</sup> day of August 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Gorkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Facilities/Maintenance

cc: Accounting  
Dispatch  
Information Services  
Sheriff

# 5,356.68

# CONSTRUCTION BIDS

## 2005-349

### CONTRACTORS

	Bid	Sales Tax	Total
Carpet			
we buy	540.00	45.90	585.90
ZION INSTALL	780.00	66.30	846.30
Cove Base - GLUE -	213.00	INC.	213.00
			1645.20
Carpentry			
Ceiling Tile			
P Boxes at 24.00	300.00	25.50	325.50
" tile Per Box			
Communications			
15			
Electrical			
PAGE II	1735.00	148.00	1883.00
4 Double Power Posts 80.00	320.00	27.20	392.00
			2275.00
Painting			
HVAC			
CAMPBELL & CO	1050	60.90	1110.90
Duct cleaning ? not needed	675		
			1110.90
Plumbing			

## RURAL INTERSECTION SAFETY REVIEW

### History

The County Engineer's last review of county road intersections occurred on September 1, 1994, after a number of very tragic accidents occurred at well-signed intersections. The conclusion of that report recommended adding advance rumble strips at a number of intersections based upon said review. It is time to review the performance of the existing rumble strips and to determine if it is necessary to consider additional intersections for advanced rumble strips.

A Federal Rural County Two-Lane Roadway, Intersection, and Corridor Safety Program has recently become available to Franklin County. A priority array needs to be established for submittal prior to work beginning. This report should be used to help in developing the safety array.

### Accident History

The accident history for 2000 thru 2004 for all intersections can be found in Attachment 1. The accidents are listed by route and crossroad.

Overall, in the rural area, between 2000 and 2004 Franklin County had three (3) fatalities, 29 injuries, and 43 property damage accidents reported. Because of the speeds that can be found in rural Franklin County, the accidents have a tendency to be severe.

The cause of the accidents are as follows:

Failure to Stop	40%
Failure to Yield	33%
Other	27%

"Other" accidents include rear ends, passing at intersection, and snow and ice conditions, etc.

Most accidents occur on our most heavily traveled arterial routes. Examples of this are as follows:

	<u>% of Accidents</u>
Glade North Road	40%
Taylor Flats Road	16%
Sagehill Road	7%
Eltopia West Road	5%
R-170	5%
Russell Road	4%
TOTAL	78%

The balance of the accidents are scattered in various locations throughout Franklin County.

**Review of Existing Flashing Lights and Rumble Strips**

We currently have flashing lights and advance rumble strips at the following locations:

<u>Road</u>	<u>Location</u>	<u>Flashing Lights</u>	<u>Rumble Strips</u>
Glade North Rd.	@ Sagemoor (both directions)		X
Glade North Rd.	@ R-170	X	
Taylor Flats Rd.	@ Selph Landing (eastbound)		X
Taylor Flats Rd.	@ Eltopia West (eastbound)	X	
Taylor Flats Rd.	@ Ringold		X
Sagehill Rd.	@ R-170	X	
Sagehill Rd.	@ Hollingsworth	X	
Sagehill Rd.	@ Hendricks Rd.	X	

We continue to have drivers failing to stop where rumble strips and flashing lights are installed. Examples of this are Taylor Flats at Ringold Road for rumble strips and Glade North Road at R-170 for flashing lights. Franklin County has been adding flashing lights and advance rumble strips, on a case-by-case basis, as we upgrade existing arterials.

This can primarily be attributed to the impaired driver. These seem to be effective traffic control devices for the reasonable and prudent drivers. We have far less accidents at these locations attributed to drivers failing to stop at these locations since these devices were installed. But installations of these devices will not totally eliminate all failures to stop accidents.

**Recommendation**

Franklin County has received \$500,000 of Federal Aid through the state for the Rural Two-Lane Roadway, Intersection, and Corridor Safety Program. This grant funding will go a long ways towards addressing some of these intersection problems.

While this report only addresses accidents that occurred at intersections, the balance of the accidents occurs at the same proportions as found in the intersection study.

Therefore, as we address the safety of each corridor through the above-referenced federal aid program, we look at providing flashing lights and advance rumble strips along the corridors selected for improvement.

Further, the corridors selected to pursue first should be those that have the highest accident experience. An additional review of all the accidents should be completed before submitting a final safety priority array for Franklin County Commissioner's formal approval.



Dated this 22 day of August, 2005.

Recommended:

  
Tim Fife, P.E.  
Public Works Director/County Engineer

Approved:

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk of the Board

# ATTACHMENT 1

## RURAL INTERSECTION SAFETY REVIEW

ROAD	LOCATION	DATE OF ACCIDENT	CAUSE
Clark Road	at Road 36 North	January 3, 2003	Failure to yield
Davis Road	at R-170	March 2, 2001	Failed to stop
Dilling Road	at Coyan	May 19, 2002	Failed to stop
Eltopia West Road	at Firecrest Rd	November 16, 2001	Failure to Yield
Eltopia West Road	at Langford Rd	May 3, 2002	Failed to stop
Eltopia West Road	at Langford Rd	September 4, 2001	Failed to stop
Eltopia West Road	at Langford Rd	September 24, 2000	Inattention
Fairway Road	at R-170	October 20, 2003	Failed to stop
Glade North Road	at Alder Rd	February 1, 2004	Slid off road: Snow and Ice
Glade North Road	at Clark Rd	June 4, 2004	Failure to yield
Glade North Road	at Clark Rd	February 10, 2004	Failed to stop
Glade North Road	at Clark Rd	September 8, 2003	Failed to stop
Glade North Road	at Clark Rd	September 15, 2002	Failed to stop
Glade North Road	at Clark Rd	December 21, 2001	Failed to stop
Glade North Road	at Clark Rd	December 23, 2001	Failed to stop
Glade North Road	at Dogwood Rd	June 23, 2004	Rear ended
Glade North Road	at Dogwood Rd	May 19, 2002	Failure to Yield
Glade North Road	at Dogwood Rd	March 21, 2001	Failure to Yield
Glade North Road	at Dogwood Rd	March 21, 2000	Failure to Yield
Glade North Road	at Eltopia West Rd	November 2, 2001	Failed to stop
Glade North Road	at Eltopia West Rd	June 30, 2000	Inattention
Glade North Road	at Eltopia West Rd	November 16, 2000	Failure to Yield
Glade North Road	at Russell Rd	January 19, 2004	Failed to stop
Glade North Road	at R-170	August 5, 2004	Rear ended
Glade North Road	at R-170	September 20, 2004	Failure to yield
Glade North Road	at R-170	April 7, 2003	Failed to stop
Glade North Road	at R-170	November 4, 2001	Failed to stop
Glade North Road	at Ringold Road	October 8, 2002	Failed to stop
Glade North Road	at Russell Road	May 14, 2002	Failed to stop
Glade North Road	at Russell Rd	June 16, 2001	Failed to stop
Glade North Road	at Selph Landing	August 30, 2004	Failure to yield
Glade North Road	at Selph Landing	December 26, 2003	Failure to yield
Glade North Road	at Selph Landing	October 8, 2001	Rear ended
Glade North Road	at Sheffield Rd	June 23, 2003	Failed to stop
Glade North Road	at Sheffield Road	March 11, 2002	Rear ended
Glade North Road	at Sheffield Road	November 20, 2002	Passing at Intersection
Glade North Road	at Sheffield Rd	October 27, 2001	Failed to stop
Glade North Road	at W Sagemoor Rd	March 22, 2001	Failure to Yield
Hollingsworth Road	at Chestnut Rd	March 16, 2000	Failure to Yield
Ione Road	at Dogwood Rd	October 9, 2003	Drove off Road
Kau Trail	at Road 68 North	June 28, 2001	Rear ended

# ATTACHMENT 1

## RURAL INTERSECTION SAFETY REVIEW

ROAD	LOCATION	DATE OF ACCIDENT	CAUSE
Langford Road	at Sheffield Rd	November 4, 2000	Failure to Yield
N Columbia River Road	at Frazier Dr	April 12, 2000	Passing at intersection
Pasco Kahlotus Road	at Commercial Ave	September 14, 2000	Failure to Yield
R-170 Road	at Bailie Blvd	June 12, 2000	Rearended
R-170 Road	at Drummond	April 9, 2004	Failure to yield
R-170 Road	at Klamath Rd	February 16, 2004	Failure to yield
R-170 Road	at Loen Dr	September 21, 2004	Failure to yield
Road 68 North	at Kau Trail	November 14, 2003	Failure to yield
Russell Road	at Langford Rd	May 15, 2003	Failed to stop
Russell Road	at Langford Rd	April 22, 2001	Failure to Yield
Russell Road	at Langford Rd	March 17, 2000	Failed to Stop
Sagehill Road	at Hendricks Rd	August 4, 2002	Failure to Yield
Sagehill Road	at Hollingsworth	December 21, 2001	Snow and Ice
Sagehill Road	at R-170	June 5, 2002	Rear ended
Sagehill Road	at R-170	March 6, 2001	Lost Brakes
Sagehill Road	at R-170	July 18, 2001	Overtaken
Scootenay Road	at Cohan Rd	February 7, 2004	Failed to stop
Sheffield Road	at Fairway	October 20, 2003	Failed to stop
Taylor Flats Road	at Alder Rd	September 27, 2004	Rear ended
Taylor Flats Road	at Alder Rd	July 29, 2002	Rear ended
Taylor Flats Road	at Clark Rd	April 9, 2003	Failure to yield
Taylor Flats Road	at Dogwood Rd	January 14, 2004	Ran Stop Sign: Snow and Ice
Taylor Flats Road	at Elm Rd	May 31, 2003	Failure to yield
Taylor Flats Road	At Fir Rd	August 2, 2003	Failed to stop
Taylor Flats Road	at Ringold Rd	June 26, 2004	Failed to stop
Taylor Flats Road	at Selph Landing	February 8, 2004	Failed to stop
Taylor Flats Road	at Ringold Rd	February 1, 2000	Failed to Stop
Taylor Flats Road	at Selph Landing	November 26, 2002	Failure to Yield
Taylor Flats Road	at Selph Landing	June 11, 2001	Failure to Yield
Taylor Flats Road	at W Sagemoor Road	January 4, 2001	Failed to stop
Wahluk Road	at Fibert Rd	April 8, 2003	Drove off Road
Warehouse Road	at Settler Rd	November 17, 2003	Passing at Intersection
W Juniper Road	at Millwood Rd	June 12, 2001	Failed to stop