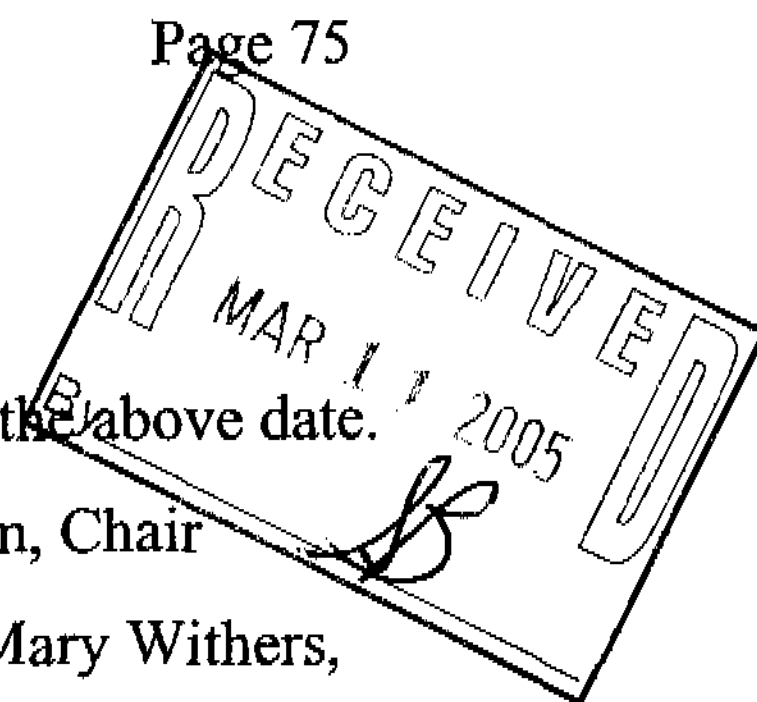


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COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for January 24, 2005

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; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.



### LEGISLATIVE LOBBYIST

The Board held a conference call with Jim Potts, Legislative Lobbyist for Franklin County. He gave an update from Olympia on current legislative issues.

The Board asked Mr. Potts to work on several issues including courthouse historical restoration funding, Law Library, and allowing a change so that the 3/10ths of 1% ballot measure could be voted on in special elections as well as primary and general elections.

### PLANNING AND DEVELOPMENT DEPARTMENT

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

Public Meeting: Text Change TC 2004-06, an application for a zoning text change. Said application is a text amendment to the Franklin County Development Regulations (Zoning) Ordinance #1-2003. Said text amendment is to clarify, change or amend the zoning text included in: Chapter 5, Agricultural Production Zoning District, Section 5.4.0 Property Development Standards, and Chapter 35, Use Regulations, Table 70-1 Land Uses by Zoning District

Public Meeting convened at 9:17 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. MacPherson showed a diagram of the proposed change.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 1).

Innovative agricultural short plat requirements were reviewed. This section includes a density standard of 1 acre:20 acres. For two lots from a parcel of at least 21 acres, one lot has to be at least 20 acres and the rest can be anything less than 20 acres.

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FRANKLIN COUNTY  
Commissioners' Proceeding for January 24, 2005

In other words, if there is a one-acre lot, there has to be 20 acres left over. If someone wants to divide their property into three parcels, 42 acres would be required to have two one-acre lots and one 40-acre lot. For a division into four parcels, there would have to be a total of 63 acres, allowing three one-acre lots and a remaining lot of 60 acres.

Mr. Wendt read Section 7.a.v., "Be limited to areas of the farm with poor soils or is otherwise not suitable for agricultural purposes."

Section b was not changed, which relates to housing for family members and permanent hired help.

Chapter 35 was in an old zoning ordinance but did not get placed in the most recent ordinance. The planners are asking that racetracks and courses be allowed to be added as a CUP in the Agricultural Production Zone. Mr. MacPherson said the racetracks and courses are not appropriate in towns but there are some ag lands that they would be appropriate to be placed on. By using a CUP, the use would be controlled. There is an application pending.

No one was present in the audience.

Mr. Brock commented on Section 7.a.v. He said the philosophy is good but the practicality is poor. Corners of circle sprinklers and accessibility to roads are a problem. He would like some mitigating language to make that work. Mr. Wendt asked if the language "or otherwise not as suitable for agricultural purposes" will cover it. Mr. Brock said no. He explained why he is concerned about the language. He said it is not a big issue but it could become a big issue.

Mr. Wendt and Mr. MacPherson said it would be better to strike the language of Section 7.a.v. than to try to rewrite it. The Board agreed.

**Motion** – Mrs. Corkrum: I would move to grant approval of Text Change application TC 2004-06 subject to the three findings of fact with the exception of the first finding, item 7.a.v. be struck. Second by Mr. Koch. 3:0 vote in favor. Ordinance Number 1-2005 was assigned. (Exhibit 2)

**Public Meeting: Conditional Use Permit CUP 2004-17, an application for a conditional use permit. Said application is a conditional use permit for the operation of a Racetrack**

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and Course for 1/4 scale radio controlled cars. The property is approximately 9 acres in size and is located in the Agricultural Production (A-P) Zoning District. Applicant: Steve Pfister.

Public Meeting convened at 9:29 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 3).

Mr. MacPherson showed an aerial photograph of the site with the proposed track drawn on it. In response to Mr. Brock's question about the Health District being involved, Mr. MacPherson said if the owners want to serve food, they would have to have a food handling permit.

Mr. Wendt reviewed the conditions of approval.

Mr. MacPherson said we received no comments either for or against the application, by phone calls or letters, and no one showed up at the Planning Commission hearing regarding this matter.

**Motion** – Mr. Koch: I would make a motion we grant approval to Conditional Use Permit Application CUP 2004-17, subject to the six findings of fact and 10 conditions. This is Resolution 2005-51. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 4)  
**Executive Session** at 9:36 a.m. regarding potential litigation expected to last one minute.  
**Open Session** at 9:43 a.m.

Farm Bureau Request for a letter to National Marine Fisheries Service (NMFS) regarding National oceanographic and Atmospheric Administration (NOAA) proposed Critical Habitat Designations

The Board reviewed a draft letter to NMFS.

**Motion** – Mrs. Corkrum: I move for approval to send the letter of January 24 to the National Marine Fisheries Service in Portland, Oregon. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

Building Department Update

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December Building Report was reviewed.

Mr. MacPherson is preparing a proposed text amendment to the Building Code. He asked if the Board would officially recognize an appeal of a building value amount to a third party source. He explained what happens now. After discussion, the Board said yes.

Mr. MacPherson issued an official request to Fire District #3 to ask if they would be interested in contracting with Franklin County for fire investigations. Fire District #3 Chief Les Litzenberger responded by email. The costs are more than the county has been spending on fire work. Mr. MacPherson asked if the Board would allow him to look into different avenues to cover the work. Some ideas are to use the coroner who has taken fire investigation death classes or perhaps someone from our Sheriff's Department. The Board wants to look at all the different avenues. Mr. MacPherson said the work could be paid per hour. Mrs. Corkrum said perhaps it could be paid per case. The Board gave Mr. MacPherson approval to notify Fire District #3 board that the county will not be contracting with them.

**Motion** – Mr. Koch: I would make a motion that we do not accept Fire District 3's proposal. Second by Mrs. Corkrum. 3:0 vote in favor.

## **PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Call for Bids: New Motor Grader

**Motion** – Mr. Koch: I make a motion to send out a Call for Bids for a new motor grader for Public Works. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 6)

Bi-Monthly Progress Reports

Bi-Monthly Progress Reports were reviewed.

**Recessed** at 10:17 a.m.

**Reconvened** at 10:21 a.m.

## **COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

Letter to City of Pasco regarding Housing Authority



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The Board reviewed a letter to permit dissolution of the joint City of Pasco – Franklin County Housing Authority.

**Motion** – Mrs. Corkrum: I move we send a letter to Michael Garrison, Mayor of City of Pasco, regarding the city/county housing authority and that we have no objection to severing our participation. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

**Sponsorship Package for Benton Franklin Fair**

The Benton Franklin Fair has requested that Franklin County contribute \$10,000 for the 2005 fair. The agreement is basically the same as last year.

**Motion** – Mrs. Corkrum: I move approval of the sponsorship between Franklin County and the Benton-Franklin Fair Association. This is Resolution 2005-052. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

**Executive Session** at 10:29 a.m. regarding personnel expected to last 15 minutes.

**Open Session** at 10:41 a.m.

**Grand Ole Fourth**

Mr. Bowen gave a brief update on plans for the Grand Ole Fourth celebration.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

**Consent Agenda**

**Motion** – Mr. Koch: I do make a motion to accept the consent agenda as presented:

1. Approval of **joint Resolution 2005-053** in the matter of the request for signature from the Boards of Benton and Franklin County Commissioners on a Memorandum of Agreement between the Juvenile Justice Center and Benton County Sheriff's Department, for a term commencing February 1, 2005 and terminating December 31, 2005, and to authorize the Chairman to sign said Memorandum on behalf of the Board. (Exhibit 9)
2. Approval of **joint Resolution 2005-054** in the matter of the request for signature from the Boards of Benton and Franklin County Commissioners on the Interagency Agreement, Contract Number ICA-2005-789, between the Benton-Franklin Juvenile Justice Center and the State of Washington, Administrative Office of the Courts, for a term commencing December 1, 2004 and terminating on February 28, 2005, and to authorize the Chairman to sign said Memorandum on behalf of the Board. (Exhibit 10)

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3. Approval of **joint Resolution 2005-055** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on a Fee for Service Agreement between the Benton-Franklin Counties Juvenile Justice Center and Roberta Bowers, for a term commencing January 1, 2005 and terminating on December 31, 2005. (Exhibit 11)
4. Approval of **joint Resolution 2005-056** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on a Fee for Service Agreement between the Benton-Franklin Counties Juvenile Justice Center and Richard D. Cornish, Ph.D., for a term commencing January 1, 2005 and terminating on December 31, 2005. (Exhibit 12)
5. Approval of **joint Resolution 2005-057** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on a Fee for Service Agreement between the Benton-Franklin Counties Juvenile Justice Center and Riverview Counseling and Consulting, Inc., for a term commencing January 1, 2005 and terminating on December 31, 2005. (Exhibit 13)
6. Approval of **joint Resolution 2005-058** (amending Franklin County Resolution 2002-222) in the matter of the request for signature from the Boards of Benton and Franklin County Commissioners on a Contract Amendment between the Juvenile Justice Center and Tri-Cities Chaplaincy, a Washington non-profit corporation, Riverview Counseling and Consulting, Inc., for a term commencing January 1, 2005 and terminating on December 31, 2005, authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 14)

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

Vouchers/Warrants

**Motion** – Mrs. Corkrum: I move for approval of 2004 Current Expense vouchers for \$81,860.76 and 2005 Current Expense vouchers for \$77,517.72:

**2004:** Current Expense warrants 43484 through 43531 for \$51,481.80; Current Expense warrants 43532 through 43586 for \$15,222.40; and Current Expense warrants 43679 through 43689 for \$15,156.56;

**2005:** Current Expense warrants 43587 through 43678 for \$77,517.72; for a total amount of \$159,378.48. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

National Association of Counties (NACo)

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Mrs. Corkrum thinks the county should not attend NACo conventions because of the costs involved and no commissioner being on any NACo committees at this time.

**REGULAR AGENDA:**

The Board discussed the regular agenda items:

1. Approval of **Resolution 2005-\_\_\_** for reimbursement for cellular telephone usage for the Franklin County Sheriff, Sergeant Pfeiffer, Sergeant Kent and Corporal Steffens in an amount not to exceed \$30 each per month, effective December 1, 2004.
2. Approval for Out-of-State Travel Request for Sheriff Richard Lathim to attend the Western States Sheriff's Meeting and Executive Law Enforcement Training February 22-25, 2005 in Reno, Nevada for an estimated expense of \$290.00.
3. Approval for Out-of-State Travel Request for Undersheriff Kevin Carle to attend the Western States Sheriff's Meeting and Executive Law Enforcement Training February 22-25, 2005 in Reno, Nevada for an estimated expense of \$80.

**Motion** – Mrs. Corkrum: I move for the approval of reimbursement for cellular telephone usage for the Franklin County Sheriff, Sergeant Pfeiffer, Sergeant Kent and Corporal Steffens in an amount not to exceed \$30 each per month effective December 1, 2004. This is Resolution 2005-059. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 16)

**Motion** – Mr. Koch: I make a motion we okay out-of-state travel request for Sheriff Richard Lathim in the amount of \$290 and for Undersheriff Kevin Carle for \$80. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 17)

**MINUTES**

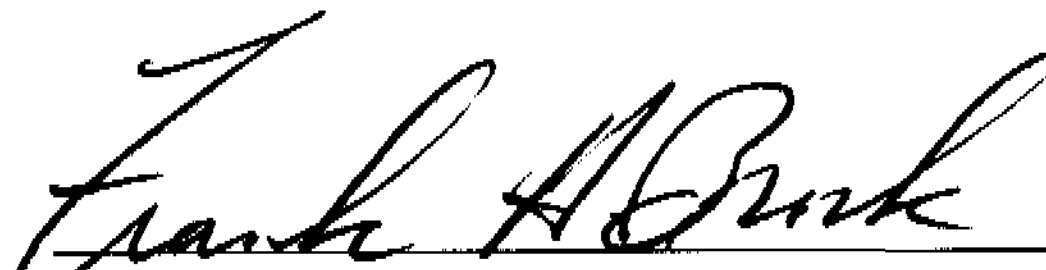
**Motion** – Mrs. Corkrum: I move for approval of minutes for January 3, 5, 10, 12 and 19, 2005. Second by Mr. Koch. 3:0 vote in favor.

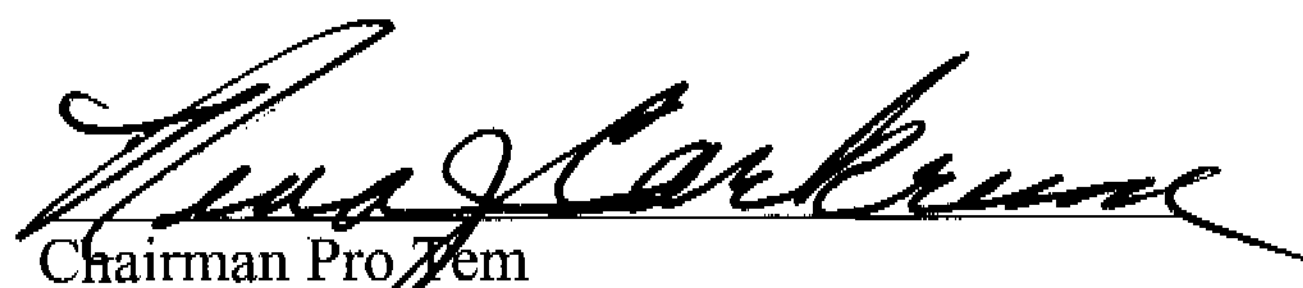
**Adjourned** at 11:15 a.m.

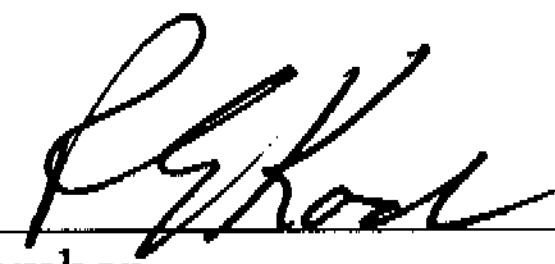
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until January 26, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed January 26, 2005.

## FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Franklin County	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: January 24, 2005	Execute Contract	
Subject: TC 2004-06, a text amendment to the Franklin County Development Regulations (Zoning), Ordinance # 1-2003.	Pass Resolution	
	Pass Ordinance X	
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

**BACKGROUND INFORMATION**

The following is a proposed text change to the Franklin County Development Regulations (Zoning), Ordinance # 1-2003. Specifically the text change is proposed to read as follows (changes are in italics and bold):

1. **Chapter 5 Agricultural Production Zoning District:**

**5.4.0 PROPERTY DEVELOPMENT STANDARDS.** In the Agricultural Production Zone, the following dimensional standards shall apply.

1. ~~Dwelling Unit Density: One~~ The dwelling unit density in the Agricultural Production Zone shall not exceed one (1) dwelling per twenty (20) acres *per lot/parcel (see # 7 special provisions/exceptions).*
2. Setback (Front Yard): No building shall be located closer than twenty-five (25) feet from a road right-of-way/access easement, or fifty-five (55) feet from the centerline of the adjoining road or whichever is greater.
3. Side Yards: There shall be a side yard of not less than fifteen (15) feet in width on each side of a building, PROVIDING that the side yard on a corner lot shall not be less than twenty-five (25) feet wide, or fifty-five (55) feet wide from the centerline of an existing/future road, access easement, or whichever is greater.
4. Rear Yards: There shall be a rear yard having a minimum depth of twenty-five (25) feet.
5. Minimum Lot Area: ~~1.0~~ 20 acres *(see #7 below for exceptions).*
6. Height: Thirty-five (35) feet (primary and accessory).
  - a. Height limitations shall not apply to barns, silos, water towers or other farm buildings and structures. Projections such as chimneys, domes, spires, elevator shaft housings, towers, aerials, flagpoles, and other similar objects not used for human occupancy are likewise not subject to height limitations of this ordinance.

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TC-2004-06

7. Special provisions/exceptions:

*a. Innovative Agricultural Short Plats shall:*

- i. ~~Short Plats allowed in the Agricultural Zone must~~ Comply with the Purpose of the Agricultural Zoning District Chapter 5, Section 5.1.0;
- ii. *Comply with a minimum lot size of 1 acre;*
- iii. *Consist of no more than 4 lots. This includes no more than 3 lots/parcels that are less than 20 acres in size. The remaining farm lot/parcel shall comply with the required Density Standard;*
- iv. *Comply with a Density Standard of 1:20. For each lot/parcel that is less than 20 acres in size in a short plat application there shall be a minimum of 20 acres set aside in the main farm lot/parcel;*
- v. ~~The non-farm sized parcels shall~~ Be limited to areas of the farm with poor soils or is otherwise not as suitable for agricultural purposes.
- vi. ~~All new lots shall not be less than 2.5 acres in size, and in all cases each new short plat (4 lots or less) shall comply with include a tax parcel that complies with the definition of a farm (Chapter 3, Section 3.40.0) and the minimum lot area described above.~~

*b. Housing for Family Members and Permanent Hired Help.*

- i. In the Agricultural Zone, four (4) dwelling units may be placed on the property of the landowner without a public hearing for family members or permanent hired help where said housing relates to the farming operation of the landowner. This provision shall not be interpreted as farm labor housing/camps. The owner of the property is to submit a site plan for review and approval.
- ii. Any selling or transferring of the property and houses at a later date where the legal description has been modified from the original parcel would require that the property be legally subdivided in accordance with the applicable subdivision ordinance and that appropriate lot sizes and yard requirements be met.

2. Chapter 35, Use Regulations:

Table 70-1 Land Uses by Zoning District: Under Amusement and Recreation--**add racetracks and courses as a CUP in the Agricultural Production Zone.** Currently only allowed in Business Park District as a CUP.

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TC-2004-06

**SUMMARY**

At the regularly scheduled Planning Commission hearing on January 11, 2005 the Planning Commission voted to forward a positive recommendation (unanimous vote) for this application to the Board of County Commissioners subject to the following three (3) findings of fact and recommendations:

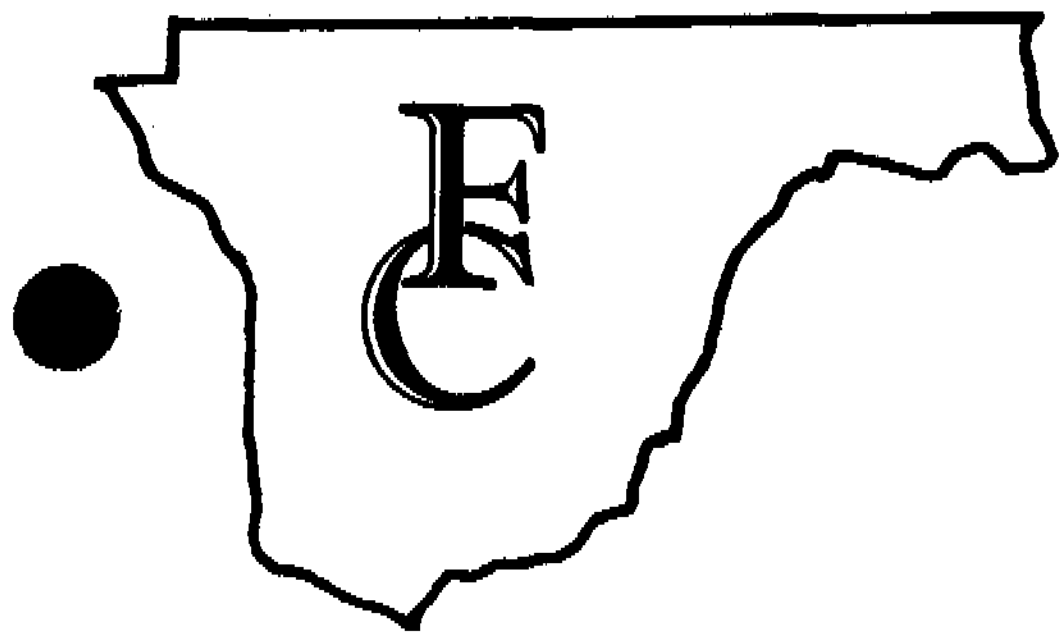
**FINDINGS OF FACT/RECOMMENDATIONS**

1. This application is in compliance with the intent and spirit of the Franklin County Development Regulations (Zoning).
2. That this application is in compliance with the Franklin County Comprehensive Plan.
3. This application is consistent with RCW 36.70A, the Growth Management Act.

**MOTION**

Grant approval of text change application TC-2004-06, subject to the three (3) findings of fact.





# FRANKLIN COUNTY

## COMMISSIONERS

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

### ORDINANCE NUMBER #01-2005

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

**IN THE MATTER OF COUNTY PLANNING – TEXT CHANGE TO THE FRANKLIN  
COUNTY DEVELOPMENT REGULATIONS (ZONING), ORDINANCE 1-2003.**

**APPLICANT:** Franklin County, 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301.

**WHEREAS**, on January 24, 2005 the Clerk of the Board did set this date for a public meeting to consider the positive recommendation of the Franklin County Planning Commission to amend the Franklin County Development Regulations (Zoning Ordinance 1-2003), Section 5.4.0 – Property Development Standards and Chapter 35 Use Regulations, Table 70-1.

**WHEREAS**, at the public meeting the Board has found as follows:

1. The County Planning Commission, after public hearing and consideration on TC 2004-06 did recommend approval of said text change, and
2. This application is in compliance with the intent and spirit of the Franklin County Development Regulations (Zoning).
3. That this application is in compliance with the Franklin County Comprehensive Plan.
4. This application is consistent with RCW 36.70A, the Growth Management Act.

**WHEREAS**, it appears to be in the public use and interest to approve said text change.

**NOW, THEREFORE, BE IT ORDAINED** that the text change described above be implemented in accordance with the Franklin County Development Regulations (Zoning) Ordinance #1-2003 and be amended to **read as follows**:

The text is being changed to read as follows (*changes are in italics and bold*):

**ORDINANCE NUMBER #01-2005****Text Change 2004-06****Page 2****1. Chapter 5 Agricultural Production Zoning District:**

**5.4.0 PROPERTY DEVELOPMENT STANDARDS.** In the Agricultural Production Zone, the following dimensional standards shall apply.

1. ~~Dwelling Unit Density: *One*~~ The dwelling unit density in the Agricultural Production Zone shall not exceed one (1) dwelling per twenty (20) acres *per lot/parcel (see # 7 special provisions/exceptions).*
2. Setback (Front Yard): No building shall be located closer than twenty-five (25) feet from a road right-of-way/access easement, or fifty-five (55) feet from the centerline of the adjoining road or whichever is greater.
3. Side Yards: There shall be a side yard of not less than fifteen (15) feet in width on each side of a building, PROVIDING that the side yard on a corner lot shall not be less than twenty-five (25) feet wide, or fifty-five (55) feet wide from the centerline of an existing/future road, access easement, or whichever is greater.
4. Rear Yards: There shall be a rear yard having a minimum depth of twenty-five (25) feet.
5. Minimum Lot Area: ~~1.0~~ 20 acres *(see #7 below for special provisions/exceptions).*
6. Height: Thirty-five (35) feet (primary and accessory).
  - a. Height limitations shall not apply to barns, silos, water towers or other farm buildings and structures. Projections such as chimneys, domes, spires, elevator shaft housings, towers, aerials, flagpoles, and other similar objects not used for human occupancy are likewise not subject to height limitations of this ordinance.
7. Special provisions/exceptions:
  - a. *Innovative* Agricultural Short Plats shall:
    - i. ~~Short Plats allowed in the Agricultural Zone~~ must Comply with the Purpose of the Agricultural Zoning District Chapter 5, Section 5.1.0;

**ORDINANCE NUMBER #01-2005****Text Change 2004-06****Page 3**

- ii. *Comply with a minimum lot size of 1 acre;*
- iii. *Consist of no more than 4 lots. This includes no more than 3 lots/parcels that are less than 20 acres in size. The remaining farm lot/parcel shall comply with the required Density Standard;*
- iv. *Comply with a Density Standard of 1:20. For each lot/parcel that is less than 20 acres in size in a short plat application there shall be a minimum of 20 acres set aside in the main farm lot/parcel;*
- v. ~~The non-farm sized parcels shall be limited to areas of the farm with poor soils or is otherwise not as suitable for agricultural purposes.~~
- vi. ~~All new lots shall not be less than 2.5 acres in size, and in all cases each new short plat (4 lots or less) shall comply with include a tax parcel that complies with the definition of a farm (Chapter 3, Section 3.40.0) and the minimum lot area described above.~~

b. Housing for Family Members and Permanent Hired Help.


- i. In the Agricultural Zone, four (4) dwelling units may be placed on the property of the landowner without a public hearing for family members or permanent hired help where said housing relates to the farming operation of the landowner. This provision shall not be interpreted as farm labor housing/camps. The owner of the property is to submit a site plan for review and approval.
- ii. Any selling or transferring of the property and houses at a later date where the legal description has been modified from the original parcel would require that the property be legally subdivided in accordance with the applicable subdivision ordinance and that appropriate lot sizes and yard requirements be met.

**ORDINANCE NUMBER #01-2005****Text Change 2004-06****Page 4****2. Chapter 35, Use Regulations:**

Table 70-1 Land Uses by Zoning District: Under Amusement and Recreation--**add racetracks and courses as a CUP in the Agricultural Production Zone.** Currently only allowed in Business Park District as a CUP.

**SIGNED AND DATED THIS 24<sup>th</sup> DAY OF JANUARY 2005.**

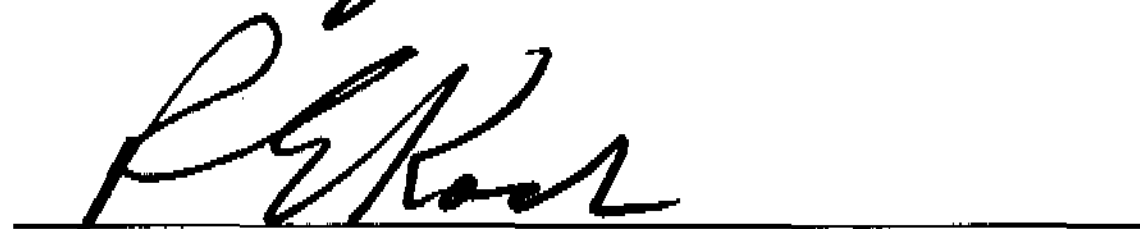
**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

  
**CHAIRMAN**

  
**CHAIR PRO TEM**

**ATTEST:**

  
**CLERK OF THE BOARD**

  
**MEMBER**

## FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Steve Pfister	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: January 24, 2005	Execute Contract	Public Hearing
Subject: CUP 2004-17, a conditional use permit application for a racetrack and course for radio controlled cars.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

**BACKGROUND INFORMATION**

A Conditional Use Permit to operate a Racetrack for ¼ scale radio controlled cars. This track is to be used in conjunction with the Washington State Quarter Scale Association. As proposed, there would be approximately 10-14 races a year (2 per month) held at the site between the months of April and the end of September.

Improvements at the property include an existing 400' x 30' black top racetrack. The applicant is proposing a master plan to have a second track in the future that would be dirt/clay, two drivers stands, storage building, bathroom, snack shop and a lastly a grass landing strip for radio controlled planes and gliders.

The property is located northeast of the City of Pasco, south of Eltopia, east of Highway 395, and west of Frontier Road along the north side of East Sagemoor Road near site address 3111 E. Sagemoor Road.

**SUMMARY**

The Planning Commission held a public hearing on January 11, 2005 and recommended **APPROVAL** (unanimous vote) with the following **six (6) findings of fact and ten (10) conditions**.

**Findings of Fact:**

1. The proposal **is in** accordance with the goals, policies, objectives, maps and or narrative text of the comprehensive plan;
2. The proposal **will not** adversely affect public infrastructure.
3. The proposal **will be** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
4. The location and height of proposed structures and the site design **will not** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
5. The operation in connection with the proposal **will not** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.

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CUP-2004-17

6. The proposal **will not** endanger the public health, safety, or general welfare if located where proposed.

**Conditions of Approval:**

1. Approval allows for a conditional use permit to operate a Racetrack and Course for ¼ scale radio controlled cars. This track and course is proposed to occur in conjunction with the Washington State Quarter Scale Association (WSQSA) and the applicant has proposed to hold race events at their East Sagemoor site. This approval grants the ability for the applicant to hold up to 15 official races per year at the site.
2. Improvements at the property include an existing 400' x 30' black top racetrack. The applicant is granted the ability, as part of a 'future' master plan, to construct a second track that is approximately 600' x 30' in size, a 40' x 10' drivers stand (with office 10' x 8' and storage 10' x 8'), a 30' x 8' drivers stand, a 10' x 16' bathroom/snack shop facility, and a 200' x 50' grass landing strip for radio controlled planes and gliders.
3. Meet and comply with the requirements of the County Building Division regarding new construction.
4. All parking shall occur on the applicants' property in designated parking areas. The owner(s) need to provide off road parking to accommodate the traffic that is associated with the events or functions being held. No parking shall be allowed to occur in County right-of-ways (East Sagemoor). If RV or similar vehicles visit the site for races, these vehicles shall be self contained and parked in appropriate parking areas.
5. As part of this approval, applicant is being made aware that this project is being located in an Agriculturally zoned area and the County's Right to Farm standards apply.
6. One (1) on-premise sign is allowed for the racetrack. A sign permit may be obtained via the Planning and Building Department. Off-site signs are not permitted.
7. Although this project is outside the boundary of Fire District #3, the District will respond as if it were within the District. As there is no domestic water system or hydrants available, we would request either an access point to draft water from the canal or a connection to their pressurized irrigation system during the part of the year when irrigation water is available. Construction of buildings should be so as to allow a **minimum of 30' separation between structures** to minimize fire spread and allow access by fire apparatus.
8. Comply with the standards of the Benton Franklin Health Department, including the following: The facility has an on-site sewage disposal system permitted, installed, and approved by this Office for all residential wastewater generated by this facility; This facility is served by an approved public water supply approved by the Washington State Department of Health in accordance with the WAC 246-291; and the facility obtains all applicable permits for food establishments serving this facility.

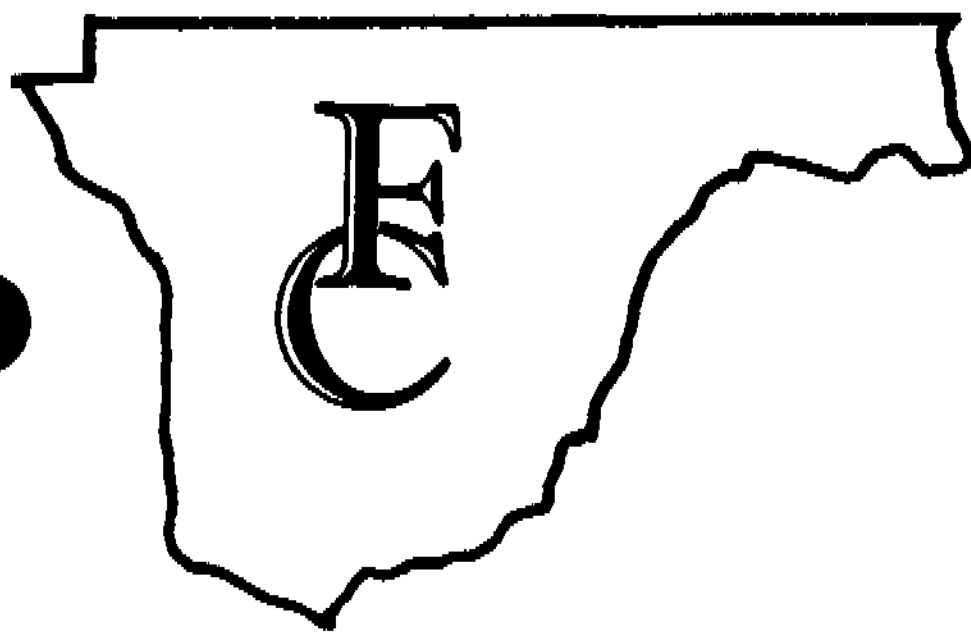
**Page 3**  
**CUP-2004-17**

9. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
10. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

**MOTION**

Grant approval to Conditional Use Permit Application CUP-2004-17, subject to the six (6) findings of fact and ten (10) conditions.





# FRANKLIN COUNTY

## COMMISSIONERS

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

RESOLUTION NUMBER 2005 051

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

**RE:** A Conditional Use Permit (CUP 2004-17) for the operation of a Racetrack and Course for ¼ scale radio controlled cars.

**WHEREAS**, on January 24, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2004-17 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Steve Pfister, and

**WHEREAS**, at the public meeting the Board has found as follows:

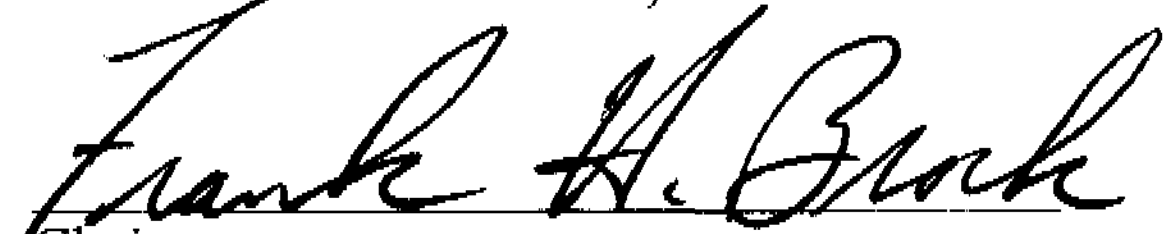
1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on January 11, 2005, did recommend **APPROVAL** of said application;
3. The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

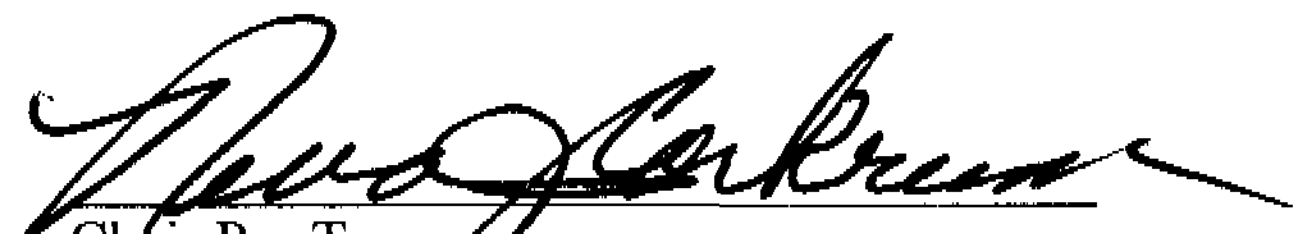
**WHEREAS**, the public use and interest will be served by **APPROVING** the above-mentioned application and the authority is hereby granted to the Board of County Commissioners Chairman to give signature approval to said conditional use permit contract **CUP-2004-17**.

**NOW THEREFORE, BE IT RESOLVED** that the above-mentioned application be **APPROVED** in accordance with the provisions of the Franklin County Development Regulations and as recommended by the Planning Commission.

**SIGNED AND DATED THIS 24<sup>th</sup> DAY OF JANUARY 2005.**

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

  
Chairman

  
Chair Pro Tem

  
Member

Attest:

  
Clerk of the Board

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2004-17**

**Page 2**

**Resolution Number 2005 051**

The following Conditional Use Permit is granted, in accordance with the provisions of the Development Regulations of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on January 24, 2005.

**APPLICANT:**

Steven Pfister, 2881 E. Sagemoor Road, Pasco, WA 99301.

**FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):**

**LEGAL DESCRIPTION:**

Franklin County Tax Parcel Number 123-770-198.

**NON-LEGAL DESCRIPTION:** The property is located northeast of the City of Pasco, south of Eltopia, east of Highway 395, and west of Frontier Road along the north side of East Sagemoor Road near site address 3111 E. Sagemoor Road.

**CONDITIONAL USE:**

A Conditional Use Permit to operate a Racetrack and Course for ¼ scale radio controlled cars.

**FINDINGS OF FACT AND CONDITIONS OF APPROVAL (IF ANY):**

***Findings of Fact:***

1. The proposal **is in** accordance with the goals, policies, objectives, maps and or narrative text of the comprehensive plan;
2. The proposal **will not** adversely affect public infrastructure.
3. The proposal **will be** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
4. The location and height of proposed structures and the site design **will not** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
5. The operation in connection with the proposal **will not** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2004-17**

**Page 3**

**Resolution Number 2005 051**

6. The proposal **will not** endanger the public health, safety, or general welfare if located where proposed.

**Conditions of Approval:**

1. Approval allows for a conditional use permit to operate a Racetrack and Course for ¼ scale radio controlled cars. This track and course is proposed to occur in conjunction with the Washington State Quarter Scale Association (WSQSA) and the applicant has proposed to hold race events at their East Sagemoor site. This approval grants the ability for the applicant to hold up to 15 official races per year at the site.
2. Improvements at the property include an existing 400' x 30' black top racetrack. The applicant is granted the ability, as part of a 'future' master plan, to construct a second track that is approximately 600' x 30' in size, a 40' x 10' drivers stand (with office 10' x 8' and storage 10' x 8'), a 30' x 8' drivers stand, a 10' x 16' bathroom/snack shop facility, and a 200' x 50' grass landing strip for radio controlled planes and gliders.
3. Meet and comply with the requirements of the County Building Division regarding new construction.
4. All parking shall occur on the applicants' property in designated parking areas. The owner(s) need to provide off road parking to accommodate the traffic that is associated with the events or functions being held. No parking shall be allowed to occur in County right-of-ways (East Sagemoor). If RV or similar vehicles visit the site for races, these vehicles shall be self contained and parked in appropriate parking areas.
5. As part of this approval, applicant is being made aware that this project is being located in an Agriculturally zoned area and the County's Right to Farm standards apply.
6. One (1) on-premise sign is allowed for the racetrack. A sign permit may be obtained via the Planning and Building Department. Off-site signs are not permitted.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2004-17**

**Page 4**

**Resolution Number 2005 051**

7. Although this project is outside the boundary of Fire District #3, the District will respond as if it were within the District. As there is no domestic water system or hydrants available, we would request either an access point to draft water from the canal or a connection to their pressurized irrigation system during the part of the year when irrigation water is available. Construction of buildings should be so as to allow a minimum of 30' separation between structures to minimize fire spread and allow access by fire apparatus.
8. Comply with the standards of the Benton Franklin Health Department, including the following: The facility has an on-site sewage disposal system permitted, installed, and approved by this Office for all residential wastewater generated by this facility; This facility is served by an approved public water supply approved by the Washington State Department of Health in accordance with the WAC 246-291; and the facility obtains all applicable permits for food establishments serving this facility.
9. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
10. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

**NOTE:** Failure to fulfill the above stated conditions will result in cancellation of the Conditional Use Permit:

NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY. THIS PERMIT APPLIES TO THE ABOVE DESCRIBED LAND AND SHALL BE FOR THE ABOVE NAMED INDIVIDUAL AND/OR CORPORATION, HIS HEIRS AND/OR ASSIGNS. IT CANNOT BE TRANSFERRED TO ANOTHER SITE.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2004-17**

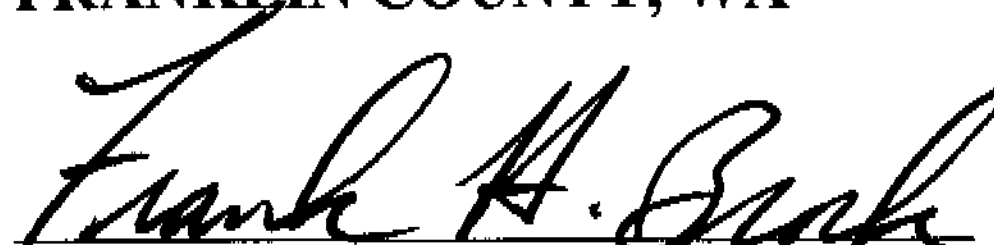
**Page 5**

**Resolution Number 2005 051**

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This Conditional Use Permit issued this 24<sup>th</sup> day of January 2005.

**BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WA**

  
**CHAIRMAN**

**ATTEST:**

  
**CLERK OF THE BOARD**

Original to file  
Duplicate to Applicant  
Duplicate to County Commissioners  
Duplicate to be recorded with Auditor

January 24, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

**CERTIFIED MAIL**

7000 0520 0012 6076 5195

January 24, 2005

Laurie Allen, Director  
National Marine Fisheries Service  
Protected Resources Division  
525 North Oregon Street, Suite 500  
Portland, OR 97232-2737

**Re: Request to Participate in NEPA Process as Joint Lead or Cooperating Agency**

Dear Ms. Allen:

Pursuant to 40 C.F.R. § 1506.2(b), the purpose of this letter is to request that Franklin County be granted joint lead or cooperating agency status in the completion of the environmental assessment or environmental impact statement pursuant to the National Environmental Policy Act (NEPA) for the National Oceanographic & Atmospheric Administration (NOAA) proposed Critical Habitat Designations.

Pursuant to the regulations implementing NEPA, to which all Federal agencies must comply (40 C.F.R. § 1507.1) state and local governments may be granted lead agency status (see 40 C.F.R. §~ 1508.16 and 1508.12) or cooperating agency status when the state or local government has "special expertise with respect to any environmental impact involved in a proposal (or a reasonable alternative) for legislation or other major Federal action significantly affecting the quality of the human environment." 40 C.F.R. § 1508.5. In this case, Franklin County has special expertise relating to the analysis of the Federal agency's proposed decision on the physical environment, custom, culture and local tax base. For example, Franklin County has approved and is implementing a state mandated Growth Management Land Use Plan; Franklin County also adopted a Natural Resource Land Use Management Plan which protects the customs, culture, and economic base; and lastly, has familiarity with the local physical environment and topography as it relates to NOAA-described basins and/or sub-basins.

*NOAA Proposed Critical Habitat Designations  
Request for Joint Lead or Cooperating Agency Status  
January 24, 2005  
Page 2*

Additionally, according to the regulations, Federal agencies shall cooperate to the fullest extent possible with state and local agencies. The regulations specifically state:

- (b) Agencies shall cooperate with State and local agencies to the fullest extent possible to reduce duplication between NEPA and State and local requirements, unless the agencies are specifically barred from doing so by some other law. Except for cases covered by paragraph (a) of this section, such cooperation shall to the fullest extent possible include:
  - (1) Joint planning processes.
  - (2) Joint environmental research studies.
  - (3) Joint public hearings (except where otherwise provided by statute).
  - (4) Joint environmental assessments.
- (c) Agencies shall cooperate with State and local agencies to the fullest extent possible to reduce duplication between NEPA and comparable State and local requirements, unless the agencies are specifically barred from doing so by some other law. Except for cases covered by paragraph (a) of this section, such cooperation shall to the fullest extent possible include joint environmental impact statements. In such cases one or more Federal agencies and one or more State or local agencies shall be joint lead agencies. Where State laws or local ordinances have environmental impact statement requirements in addition to but not in conflict with those in NEPA, Federal agencies shall cooperate in fulfilling these requirements as well as those of Federal laws so that one document will comply with all applicable laws.
- (d) To better integrate environmental impact statements into State or local planning processes, statements shall discuss any inconsistency of a proposed action with any approved State or local plan and laws (whether or not Federally sanctioned). Where an inconsistency exists, the statement should describe the extent to which the agency would reconcile its proposed action with the plan or law (40 C.F.R. § 1506.2(b)(c)(d)).



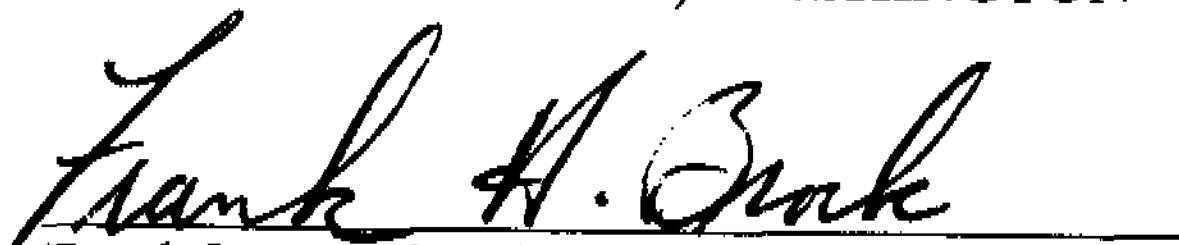
*NOAA Proposed Critical Habitat Designations  
Request for Joint Lead or Cooperating Agency Status  
January 24, 2005  
Page 3*

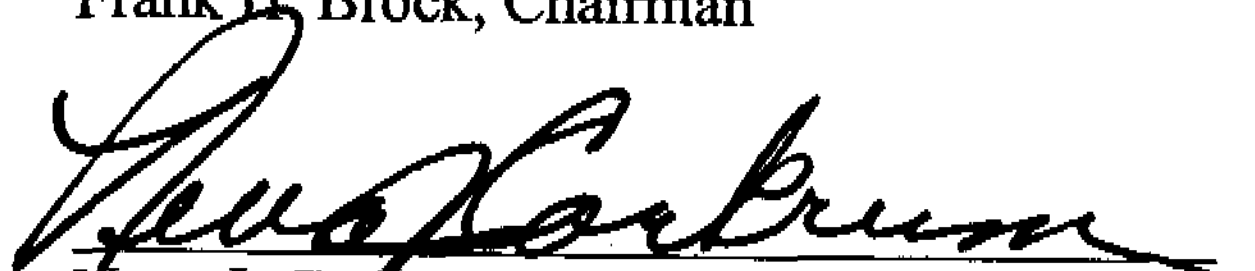
Thus, to ensure that the Federal agency fully and adequately considers the effect of its proposed decision on the physical environment, customs, culture and tax base of the citizens we serve, Franklin County requests to be named as a joint lead or cooperating agency. Further, we request that the comment period ending February 14, 2005 be extended an additional 60 days so that we can fully evaluate the proposal's impact on Franklin County and its citizens.

Thank you for your attention in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chairman Pro Tem

  
Robert E. Koch, Member

cc: David Manterola, President, Franklin County Farm Bureau  
Steve Cooper, Franklin County Farm Bureau State Board Member  
Steve Appel, President, Washington State Farm Bureau  
Franklin County Planning and Building Director Jerrod MacPherson  
Franklin County Prosecutor Steve Lowe  
Franklin County Public Works/County Engineer Tim Fife

File/LB

**CALL FOR BIDS  
FRANKLIN COUNTY  
NEW MOTOR GRADER**

**NOTICE IS HEREBY GIVEN**, by the Board of Commissioners, Franklin County, Washington, convened in regular session in the Franklin County Annex, 412 W. Clark, Pasco, Washington, that sealed bids will be received until 9:45 a.m., February 14, 2005, at which time they will be opened and read for the purchase of the following:

**ONE (1) NEW MOTOR GRADER**

Specifications and additional information may be received at the Franklin County Public Works Office located at 3416 Stearman Avenue, Pasco, Washington. Bids must be on the forms provided by the Public Works Office and be attached to the County Specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bids in separate sealed envelopes addressed to Franklin County Board of Commissioner, Franklin County Annex, 412 W. Clark, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the deemed most advantageous to the County.

Signed this 24 day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
Franklin County, Washington

  
Frank Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

ATTEST:

  
Clerk of the Board

**CALL FOR BIDS  
FRANKLIN COUNTY  
NEW MOTOR GRADER**

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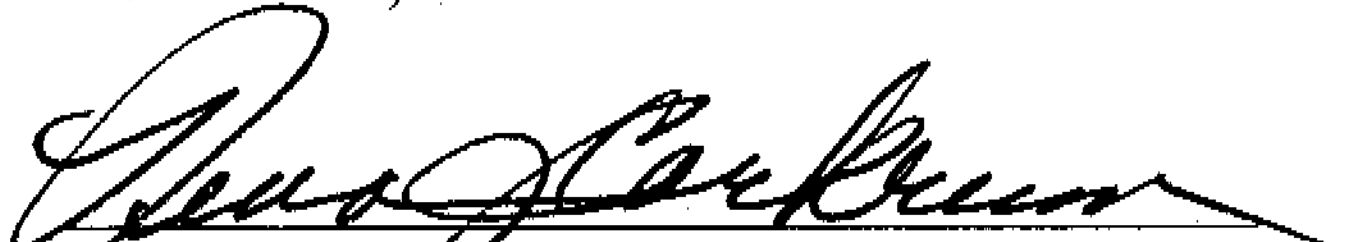
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The Board of County Commissioners reserve the right to reject any or all bids and to select the deemed most advantageous to the County.

Signed this 24 day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
Franklin County, Washington

  
Frank Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

ATTEST:

  
Clerk of the Board

January 24, 2005

Neva J. Corkrum  
District 1

Kathleen "Sue" Miller  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Patricia L. Shults  
Executive Secretary

Mary Withers  
Clerk To The Board

Board of County Commissioners  
**FRANKLIN COUNTY**

January 24, 2005

The Honorable Michael L. Garrison  
Mayor, City of Pasco  
525 North Third Avenue  
Pasco, WA 99301

Dear Mayor Garrison:

Please regard this letter as affirmation that we concur with the City of Pasco in the effort to amend R.C.W. 35.82, so as to permit dissolution of joint housing authorities.

As you know, the joint ordinances enacted by the City and County more than twenty years ago clearly contemplated that either party could withdraw from and terminate the Joint Housing Authority at any time and without approval of the other party. It was an experiment which both parties entered into willingly, but only on the premise that neither was bound indefinitely. The recent lawsuit by the Joint Housing Authority and the Court's decision are contrary to the clear intent of the originating parties, as well as common sense. The statute requires amendment to permit any joint housing authority to be deactivated by appropriate action of the originating legislative bodies.

We look forward to continuing our good working relationship in these as well as other matters.

Sincerely,

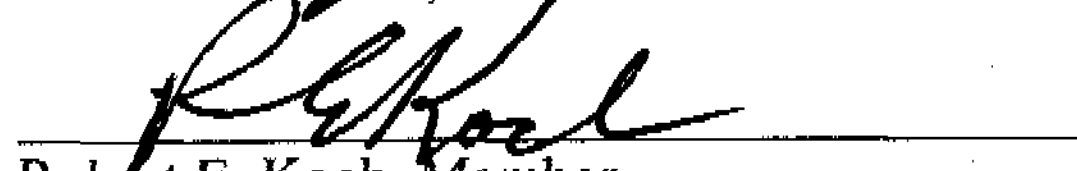
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chairman



Neva J. Corkrum, Chairman Pro Tem



Robert E. Koch, Member

cc: City Manager Gary Crutchfield  
Senator Hewitt  
Representative Grant  
Representative Walsh  
Bobbie Littrell, Pasco Franklin County Housing Authority Director  
File/LB

**FRANKLIN COUNTY RESOLUTION NO. 2005 052**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SPONSORSHIP PACKAGE BETWEEN FRANKLIN COUNTY AND THE  
BENTON-FRANKLIN FAIR ASSOCIATION**

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

**WHEREAS**, the Franklin County Board of Commissioners have determined it to be in the public's best interest to enter into the 2005 Sponsorship Agreement with the Benton-Franklin Fair Association, pursuant to the authority of Chapter 36.37 RCW; and

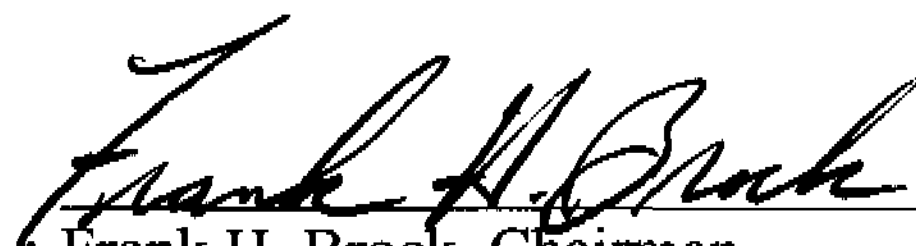
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;


**NOW, THEREFORE, BE IT RESOLVED** that Board of County Commissioners hereby approves the attached Benton-Franklin Fair & Rodeo Sponsorship Agreement between Franklin County and the Benton-Franklin Fair Association for the year 2005 in the amount of \$10,000.

**BE IT FURTHER RESOLVED** the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said Contract on behalf of the Board.


**APPROVED** this 24th day of January 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chairman Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Fair Association

cc: Prosecuting Attorney



FRANKLIN COUNTY  
COMMISSIONER

# 2005 Benton- Franklin Fair & Rodeo Partnership

with:



**CONTACT:**

**LORI L. LANCASTER  
MARKETING DIRECTOR  
(509) 586-9211, EXT. 203  
(509) 582-1894 (FAX)  
LORI@BFFAIRRODEO.COM**

# **Benton-Franklin Fair & Rodeo**

## **2005 Sponsorship Agreement**

*Created for Franklin County*

As one of the official sponsors of the Benton Franklin Fair & Rodeo Aug. 23-27, 2005, Franklin County receives the following benefits:

### **Advertising:**

- Franklin County will receive a ¼-page ad in the Fair and Rodeo Entertainment Guide, with distribution to 70,000+ households via the Tri-City Herald. An additional 10,000 copies will be distributed through fair sponsors and available at the event.
- Franklin County's logo will be placed on the Benton-Franklin Fair and Rodeo web site sponsor page.

### **On-site Exposure:**

- Franklin County will receive a 10' X 10' commercial booth in Building 2.
- Franklin County will be displayed on the rodeo arena reader board during the Demolition Derby, Extreme Bulls & Bikes and all four rodeo performances.

### **Additional:**

- Franklin County will receive eight (8) season passes to the Benton-Franklin Fair.
- Franklin County will receive four (4) additional season passes to the Benton-Franklin Fair for booth workers.
- Franklin County will receive Four (4) VIP Sponsor parking passes and four (4) general parking passes for the week of the Fair and Rodeo.
- Franklin County will receive eight (8) tickets to the VIP Hospitality Area for each night of the Benton Franklin Fair & Rodeo. The hospitality area will feature music, food and beverage.



**Franklin County agrees to:**

- Pay an investment of \$10,000.00 to the Benton-Franklin Fair and Rodeo.
- Franklin County will provide its logo and camera ready ad for use in Benton-Franklin Fair and Rodeo Entertainment Guide and on the web site.

Sponsor: Frank H. Brock Date: January 24, 2005  
Franklin County Commissioner  
Frank H. Brock, Chairman

Fair Official: Lori L. Lancaster Date: 3/1/2005  
Lori L. Lancaster, Marketing Director

**JOINT RESOLUTION**

BENTON COUNTY RESOLUTION NO. 05 026

FRANKLIN COUNTY RESOLUTION NO. 2005 053

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 A  
MEMORANDUM OF AGREEMENT BETWEEN THE JUVENILE JUSTICE  
CENTER AND BENTON COUNTY SHERIFF'S DEPARTMENT, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court,  
believes it is in the best interest of the Juvenile Justice Center  
that the proposed Memorandum of Agreement between the Juvenile  
Court and Benton County Sheriff's Department (BCSD) be approved as  
presented for the term beginning February 1, 2005, and terminating  
December 31, 2005, unless sooner terminated, 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 Memorandum of Agreement between the  
Juvenile Justice Center and Benton County Sheriff's Department.

Resolution Authorizing Signatures  
Benton County Sheriff' Department

05 026  
2005 053

**BENTON COUNTY APPROVAL**

DATED at Prosser, Washington, this 18<sup>th</sup> day of January, 2005.

ATTEST:

Came McKenzie  
Clerk of the Board

Claude R. Cherry  
Chairman  
Max E. Benitz  
Chairman Pro Tem  
Leo M. Bouma  
Member  
Constituting the Board of County  
Commissioners for Benton County,  
Washington

**FRANKLIN COUNTY APPROVAL**

DATED at Pasco, Washington, this 24<sup>th</sup> day of January, 2005.

ATTEST:

Mary Withers  
Clerk of the Board

Frank A. Brook  
Chairman  
Deva Jackson  
Chairman Pro Tem  
Rebecka  
Member  
Constituting the Board of County  
Commissioners for Franklin County,  
Washington

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BENTON COUNTY SHERIFF'S DEPARTMENT  
AND  
THE BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

**THIS AGREEMENT** is made and entered into by and between the BENTON COUNTY SHERIFF'S DEPARTMENT, 7122 W Okanogan PL, MS-B, Kennewick, WA 99336, hereinafter referred to as "SHERIFF'S DEPT" and BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350, and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, Washington 99301, collectively "COUNTIES" by and for the Benton-Franklin Counties Juvenile Justice Center, a bicounty agency located 5606 West Canal Place, Suite 106, Kennewick, Washington 99336, and the Benton-Franklin Counties Juvenile Justice Center, hereafter referred to as the "BFJJC," pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. **PURPOSE:** To provide a means of funding from BFJJC to the SHERIFF'S DEPT for the use of Benton County Jail kitchen equipment by Consolidated Food Management Corporation for the preparation of food for the BFJJC Detention Facility.

2. **RESPONSIBILITIES:**

- 2.1 The BFJJC will provide funds to the SHERIFF'S DEPT for costs associated with the use of Benton County Jail kitchen equipment by Consolidated Food Management Corporation for the preparation of food for the BFJJC Detention Facility.
- 2.2 The SHERIFF'S DEPT will:
  - 2.2.1 Allow Consolidated Food Management Corporation to utilize the Benton County Jail kitchen for preparation of food for the BFJJC Detention Facility.
  - 2.2.2 Be responsible for all costs and expenses associated with purchase and maintenance of Benton County Jail kitchen equipment utilized by Consolidated Food Management Corporation in preparation of food for the BFJJC Detention Facility.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from February 1, 2005 through December 31, 2005, unless sooner terminated pursuant to Section 7 below.

4. **MANNER OF FINANCING:**

- 4.1 The BFJJC shall:
  - 4.1.1 Voucher and process payment to the SHERIFF'S DEPT the sum of One Thousand Dollars (\$1,000) per month for each month that food for the BFJJC Detention facility is prepared by Consolidated Food Management Corporation in

the Benton County Jail kitchen facility. Such payment will be made with the first voucher run each month.

4.2 The SHERIFF'S DEPARTMENT shall:

- 4.2.1 Allow Consolidated Food Management Corporation to utilize the Benton County Jail kitchen for preparation of food for the BFJJC Detention Facility.
- 4.2.2 Be responsible for all costs and expenses associated with purchase and maintenance of Benton County Jail kitchen equipment utilized by Consolidated Food Management Corporation in preparation of

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The BENTON COUNTY SHERIFF, Larry Taylor, (509) 735-6555.

5.2 The BFJJC representative shall be Sharon Paradis, Administrator, (509) 783-2151.

7. **TERMINATION:** Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

6. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** This Agreement may be changed, modified, amended or waived only by written agreement executed the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. **SEVERABILITY:** If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

10. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

11. **GOVERNANCE:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including exhibits incorporated by reference.

12 **ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

13 **WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>Benton County Sheriff's Department</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Larry Taylor</u></p> <p>Title: <u>Sheriff</u></p> <p>Date: <u>1-6-05</u></p>	<p>Benton-Franklin Juvenile Justice Center</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Sharon A. Paradis</u></p> <p>Title: <u>Administrator</u></p> <p>Date: <u>1/12/05</u></p> <p>Benton County Approval</p> <p>Approved as to Form:</p> <p><u>[Signature]</u> <u>1-6-05</u></p> <p>Cassandra Noble, Senior Deputy Prosecuting Attorney Date</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Charles R. Clark</u></p> <p>Title: <u>Chair, Board of Commissioners</u></p> <p>Date: <u>1-18-05</u></p> <p>Attest:</p> <p>Clerk of the Board: <u>[Signature]</u></p> <p>Franklin County Approval</p> <p>Approved as to Form:</p> <p><u>[Signature]</u> <u>01.08.05</u></p> <p>Ryan Verhulp Chief Civil Deputy Prosecutor Date</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Frank H. Brock</u></p> <p>Title: <u>Chair, Board of Commissioners</u></p> <p>Date: <u>January 24, 2005</u></p> <p>Attest:</p> <p>Clerk of the Board: <u>[Signature]</u></p>
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AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 01-18-05 F/C 01-24-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Memorandum of Agreement with. Benton County Sheriff's Department	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**

Consolidated Food Management, Inc. will be using the kitchen equipment at the Benton County Sheriff's Department to provide food services for youth detained at the Benton-Franklin Counties Juvenile Justice Center (BFJJC), Detention Unit. BFJJC has agreed to reimburse the Benton County Sheriff's Department for the additional use of said equipment.

**SUMMARY**

The purpose of the Memorandum of Agreement is to provide funding to the Benton County Sheriff's Department for the term from February 1, 2005 through December 31, 2005, unless sooner terminated.

**RECOMMENDATION**

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Memorandum of Agreement between the Benton County Sheriff's Department and Benton-Franklin Juvenile Justice Center.

**FISCAL IMPACT**

The fee of \$1,000.00 per month for each month that food for BFJJC is prepared by Consolidated Food Management, Inc. is included in Juvenile's 2005 Budget.

**MOTION**

I move that the Benton County and Franklin County Boards of Commissioners sign the Memorandum of Agreement between Benton County Sheriff's Department and Benton-Franklin Juvenile Justice Center.



**JOINT RESOLUTION****BENTON COUNTY RESOLUTION NO. 05 027****FRANKLIN COUNTY RESOLUTION NO. 2005 054**

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE  
CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY  
COMMISSIONERS ON INTERAGENCY AGREEMENT ICA-2005-789  
BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND  
THE STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE  
COURTS, and**

**WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court,  
believes it is in the best interest of the Juvenile Justice Center  
that the Interagency Agreement ICA-2005-789, between the Juvenile  
Court and the State of Washington, Administrative Offices of the  
Courts, be approved as presented for a term commencing December 1,  
2004 and terminating on February 28, 2005, NOW, THEREFORE,**

**BE IT RESOLVED, that the Chairman of the Board of Benton County  
Commissioners and the Chairman of the Board of Franklin County  
Commissioners be and they hereby are authorized to sign, on behalf  
of their respective county, the Interagency Agreement ICA-2005-789  
between the Juvenile Justice Center and the State of Washington,  
Administrative Offices of the Courts.**

Resolution Authorizing Signatures  
Interagency Agreement ICA-2005-789

05 027  
2005 054

**BENTON COUNTY APPROVAL**

DATED at Prosser, Washington, this 18<sup>th</sup> day of January 2005

*Claude L. Allen*  
Chairman

ATTEST:

*Ma E. Benitez*  
Chairman Pro Tem

*Cara McKenzie*  
Clerk of the Board

*Leo M. Brennan*  
Member  
Constituting the Board of County  
Commissioners for Benton County,  
Washington

**FRANKLIN COUNTY APPROVAL**

DATED at Pasco, Washington, this 24<sup>th</sup> day of January 2005.

*Frank H. Brink*  
Chairman

ATTEST:

*Anna Karbun*  
Chairman Pro Tem

*May Withers*  
Clerk of the Board

*R. E. Koss*  
Member  
Constituting the Board of County  
Commissioners for Franklin County,  
Washington

INTERAGENCY AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
BENTON AND FRANKLIN COUNTIES, WASHINGTON

**THIS AGREEMENT** is made and entered into by and between the ADMISTRATIVE OFFICE OF THE COURTS, 1206 Quince Street SE, PO Box 41170, Olympia, Washington 98504-1170, hereinafter referred to as "AOC," and BENTON COUNTY, Washington, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, Washington 99301, collectively "COUNTIES" by and for the Benton-Franklin Counties Juvenile Justice Center, a bicounty agency located 5606 West Canal Place, Suite 106, Kennewick, Washington 99336, and the Benton/Franklin Counties Juvenile Court Administrator, hereafter referred to as the "ADMINISTRATOR," pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. **PURPOSE:** To provide a means of funding from AOC to the COUNTIES to allow the counties to purchase a laser printer as part of the new Juvenile and Corrections System.
2. **RESPONSIBILITIES:**
  - 2.1 The AOC will provide funds to reimburse the COUNTIES for costs associated with the purchase of two (2) Hewlett Packard LaserJet 4250DTN laser printers.
  - 2.2 The COUNTIES will:
    - 2.2.1 Purchase, install, and maintain the equipment purchased under this Agreement; including providing network connectivity to the new equipment purchased under this agreement as it will not replace an existing printer nor utilize its network connection. It is possible that a new network line may need to be provided for this new printer.
    - 2.2.2 Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4.2 below.
    - 2.2.3 Submit invoices to the AOC pursuant to Subsection 4.2 below.
  - 2.3 The ADMINISTRATOR will:
    - 2.3.1 Work with the COUNTIES to ensure the timely purchase of equipment.
    - 2.3.2 Act as liaison between the AOC and the COUNTIES regarding the requirements of this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from December 1, 2004 through February 28, 2005, unless sooner terminated pursuant to Section 7 below.

**4. MANNER OF FINANCING:****4.1 The AOC shall:**

4.1.1 Reimburse the COUNTIES for expenditures by the COUNTIES in conjunction with the purchase of equipment under this Agreement. The total reimbursement under this agreement shall not exceed \$3,700.00 including tax.

4.1.2 Payment will be made by the AOC upon receipt of a State of Washington Invoice (Form A19) from the COUNTIES for said equipment. Payment will be considered timely if made by the AOC within 30 days of receipt of said invoice.

**4.2 The COUNTIES shall:**

4.2.1 Submit a State of Washington Invoice (Form A19) to the AOC for reimbursement in accordance with Subsection 4.1 above detailing the costs for which the COUNTIES are seeking reimbursement. Supporting documentation must be attached to the invoice and include a copy of the original vendor's invoice to the COUNTIES.

4.2.2 Be responsible for all costs and expenses associated with equipment purchased under this Agreement in excess of the amount reimbursed by the AOC pursuant to Subsection 4.1 above including, but not limited to, installation and all on-going operational and maintenance costs.

**5. ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The ADMINISTRATOR's representative shall be Sharon Paradis, Administrator, (509) 783-2151, [Sharon.Paradis@co.benton.wa.us](mailto:Sharon.Paradis@co.benton.wa.us).

5.2 The AOC's representative shall be Alan J. Erickson, (360) 705-5236, [Alan.Erickson@courts.wa.gov](mailto:Alan.Erickson@courts.wa.gov).

**6. TREATMENT OF ASSETS AND PROPERTY:** The COUNTIES shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

**7. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**7. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties.

hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. **SEVERABILITY:** If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.
10. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
11. **DISPUTES:** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.
12. **GOVERNANCE:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.  
  
In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
  - a. Applicable state and federal statutes and rules;
  - b. Statement of work; and
  - c. Any other provisions of the agreement, including exhibits incorporated by reference.
13. **ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
14. **WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>State of Washington Administrator Office of the Courts</p> <p>By: <u>[Signature]</u> Name: <u>JOHN LYNCH</u> Title: <u>CONTRACTS MANAGER</u> Date: <u>1/28/05</u></p> <p>APPROVED AS TO FORM: <u>WASHINGTON STATE ATTORNEY</u> <u>GENERAL'S OFFICE</u></p>	<p>Benton-Franklin Juvenile Justice Center</p> <p>By: <u>[Signature]</u> Name: <u>Sharon A. Paradis</u> Title: <u>Administrator</u> Date: <u>12/16/04</u></p> <p>Benton County Approval</p> <p>Approved as to Form: <u>[Signature]</u> Cassandra Noble, Senior Deputy Prosecuting Attorney <u>12-20-04</u> Date</p> <p>By: <u>[Signature]</u> Name: <u>[Signature]</u> Title: <u>Chair, Board of Commissioners</u> Date: <u>1-18-05</u></p> <p>Attest: Clerk of the Board: <u>[Signature]</u></p> <p>Franklin County Approval</p> <p>Approved as to Form: <u>[Signature]</u> <u>01.08.05</u> Ryan Verhulp Chief Civil Deputy Prosecutor Date</p> <p>By: <u>[Signature]</u> Name: <u>Frank H. Brock</u> Title: <u>Chair, Board of Commissioners</u> Date: <u>January 24, 2005</u></p> <p>Attest: Clerk of the Board: <u>[Signature]</u></p>
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AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B/C 01-18-05 F/C 01-24-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Resolution Auth. Signature on the AOC Agreement ICA-2005-789 for Purchase of Dedicated Printers	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State of Washington, Administrative Office of the Court (AOC), has been developing the new Web-based Juvenile and Corrections System (JCS) to replace the current state wide information system (JUVIS). JCS requires dedicated laser printers for report printing. Therefore, AOC will reimburse each department for the cost of purchasing laser printers that will ultimately serve to print all reports generated by the new JCS.

**SUMMARY**

AOC will reimburse the Counties for the purchase of two laser printers. The Interagency Agreement, ICA-2005-789, must be signed and returned to AOC not later than January 31, 2005. The effective term of this agreement is from December 1, 2004 through February 28, 2005.

**RECOMMENDATION**

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Program Agreement #ICA-2004-452, for the post-petition dependency pilot project, as written.

**FISCAL IMPACT**

This reimbursement shall not exceed \$3,700.00 including tax.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the AOC Contract (ICA-2005-789) between Benton-Franklin Counties Superior Court, Juvenile Justice Center Division, and the State of Washington, Administrative Office of the Courts.



**JOINT RESOLUTION****05 028**

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2005 055

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE  
CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY  
COMMISSIONERS ON FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND  
ROBERTA BOWERS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court,  
believes it is in the best interest of the Juvenile Justice Center  
that the Fee for Service Agreement between Roberta Bowers and  
Benton-Franklin Counties Juvenile Justice Center be approved as  
presented for a term commencing January 1, 2005 and terminating on  
December 31, 2005, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County  
Commissioners and the Chairman of the Board of Franklin County  
Commissioners be and they hereby are authorized to sign, on behalf  
of their respective county, the Fee for Service Agreements between  
the Juvenile Justice Center and Roberta Bowers as outlined above.



Resolution Authorizing Signatures  
Roberta Bowers

05 028

2005 055

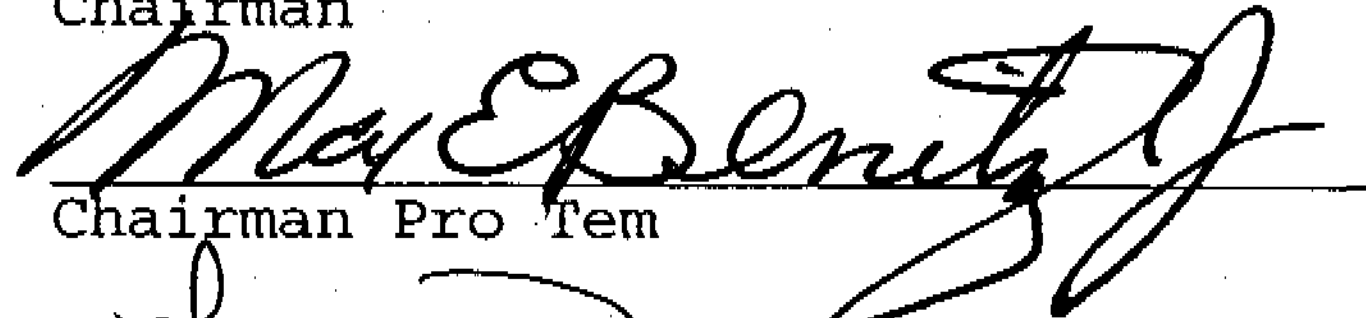
## BENTON COUNTY APPROVAL

DATED at Prosser, Washington, this 18<sup>th</sup> day of January 2005.



Chairman

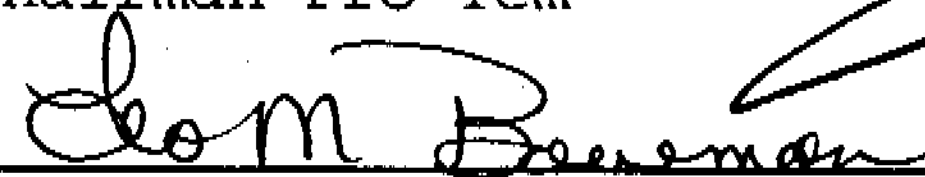
ATTEST:



Chairman Pro Tem



Clerk of the Board



Member

Constituting the Board of County  
Commissioners for Benton County,  
Washington

## FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 24<sup>th</sup> day of January 2005.

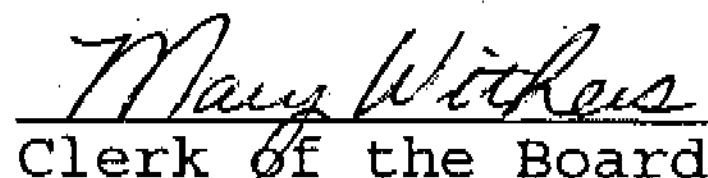


Chairman

ATTEST:



Chairman Pro Tem



Clerk of the Board



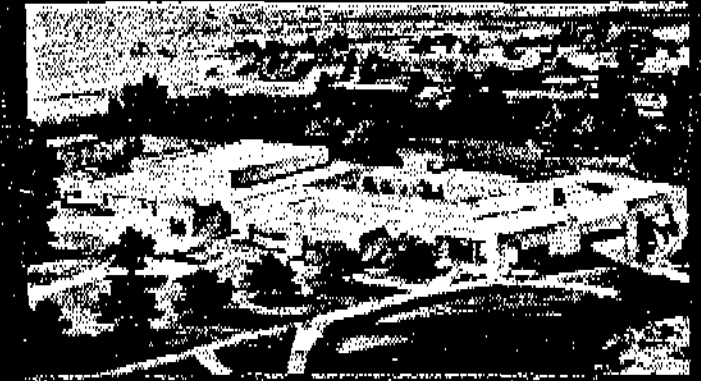
Member

Constituting the Board of County  
Commissioners for Franklin County,  
Washington

**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 SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND ROBERTA BOWERS

THIS CONTRACT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, 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 bicounty agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Roberta Bowers with its principal offices at 260 W Greenview DR, Richland, WA, 99352 (hereinafter referred to as "CONTRACTOR").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2005, through December 31, 2005. The CONTRACTOR shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

#### 2. SERVICES PROVIDED

Pursuant to RCW 13.40.160, the CONTRACTOR shall provide services for selected first time, adjudicated sex offenders.

a. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. Assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:

- (1) Respondents version of the facts;
- (2) Official version of the facts;
- (3) Assessment of problems in addition to the alleged deviant behaviors;
- (4) Social, educational, and employment situation;
- (5) Source of evaluator's information; and
- (6) Amenability to treatment and risk to the community.

- b. Develop a proposed treatment plan that includes:
- (1) Frequency and type of contact between offender and treatment providers;
  - (2) Specific treatment issues to be addressed and description of planned treatment modalities;
  - (3) Monitoring plans including any requirement regarding living conditions;
  - (4) Anticipated duration of treatment, and
  - (5) Recommended crime-related prohibitions.
- c. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Juvenile Justice, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

### 3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR: Roberta Bowers  
260 W Greenview DR  
Richland WA 99352
- b. For COUNTIES: Sharon Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336

4. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by SB6259, Section 301, (RCW 13.40.160) addressing client's treatment progress is to be included in this hourly rate.
- b. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- c. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- d. At the rate of \$70.00 per hour for individual or staff supervision services and Provider meetings.
- e. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- f. The CONTRACTOR will submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- g. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- h. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten

(10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- i. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

#### 5. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

#### 6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 7. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury



(including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incur fines or are required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The CONTRACTOR will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.

- (2) The COUNTIES, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
  - (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
  - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
  - (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
  - (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.
- e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.



- (1) The CONTRACTOR shall furnish the COUNTIES with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTIES. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTIES of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTIES with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTIES as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" to both of the COUNTIES' Contract Representatives. The address of the certificate holder shall be shown as the current address of the COUNTIES'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the COUNTIES that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES at the following address:  
  
Juvenile Court Administrator  
Benton Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTIES. If requested by COUNTIES,

CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in their sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract by giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may terminate this Contract, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, with the exception of personal services contracts with individual substance abuse professionals as reflected in Exhibit "A", Section IX, "Subcontracting". However, the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any

fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract 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 Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and the CONTRACTOR is not entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

- a. The CONTRACTOR shall comply with all applicable Federal, State and local laws, pertinent WACs and RCWs, JRA Administration Policy Bulletins, and other rules, regulations and publications identified throughout the Statement of Work in

performing this Contract.

- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

### 13. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this contract.

- a. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

- b. Sexual Misconduct

- (1) The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The CONTRACTOR shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

### 14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all fiscal and clinical books, records, documents, and other material relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide as

reflected in Exhibit "A", Section VII, "Records Retention".

**15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

a. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

**18. DISPUTES**

Differences between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to



CONTRACTOR'S right to seek judicial relief.

**19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the state of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Agreement to be signed as follows:

CONTRACTOR

BENTON-FRANKLIN COUNTIES  
JUVENILE JUSTICE CENTER

Roberta A. Bowers

Roberta Bowers

Sharon A. Paradis

Sharon A. Paradis  
Administrator

January 3, 2005

DATE

12/13/04

DATE

## BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Cassandra Noble  
Cassandra Noble, Senior Deputy Prosecuting Attorney  
Benton County

1-6-05  
Date

DATED at Prosser, Washington, this 18 day of Jan, 2005.

Claude L. Olson  
Chairman

ATTEST:

Carm McFengue  
Clerk of the Board

## FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

Bob  
Ryan Verhulp, Chief Civil Deputy Prosecutor  
Franklin County

01.08.05  
Date

DATED at Pasco, Washington, this 24<sup>th</sup> day of JANUARY, 2005.

Frank A. Birk  
Chairman

ATTEST:

Mary Withers  
Clerk of the Board



AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B/C 01-18-05 F/C 01-24-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Personal Services Contract between BFJJC and Roberta Bowers	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

Roberta Bowers has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2005 through December 31, 2005.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Roberta Bowers.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Roberta Bowers, to provide sex offender treatment as outlined above.

**JOINT RESOLUTION**

BENTON COUNTY RESOLUTION NO. 05 029

FRANKLIN COUNTY RESOLUTION NO. 2005 056

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE  
CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY  
COMMISSIONERS ON FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND  
RICHARD D. CORNISH, PH.D., and**

**WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court,  
believes it is in the best interest of the Juvenile Justice Center  
that the Fee for Service Agreement between Richard D. Cornish,  
Ph.D. and the Benton-Franklin Counties Juvenile Justice Center be  
approved as presented for a term commencing January 1, 2005 and  
terminating on December 31, 2005, NOW, THEREFORE,**

**BE IT RESOLVED, that the Chairman of the Board of Benton County  
Commissioners and the Chairman of the Board of Franklin County  
Commissioners be and they hereby are authorized to sign, on behalf  
of their respective county, the Fee for Service Agreements between  
the Juvenile Justice Center and Richard D. Cornish, Ph.D. as  
outlined above.**

Resolution Authorizing Signatures  
Richard D. Cornish, Ph.D.

05 029

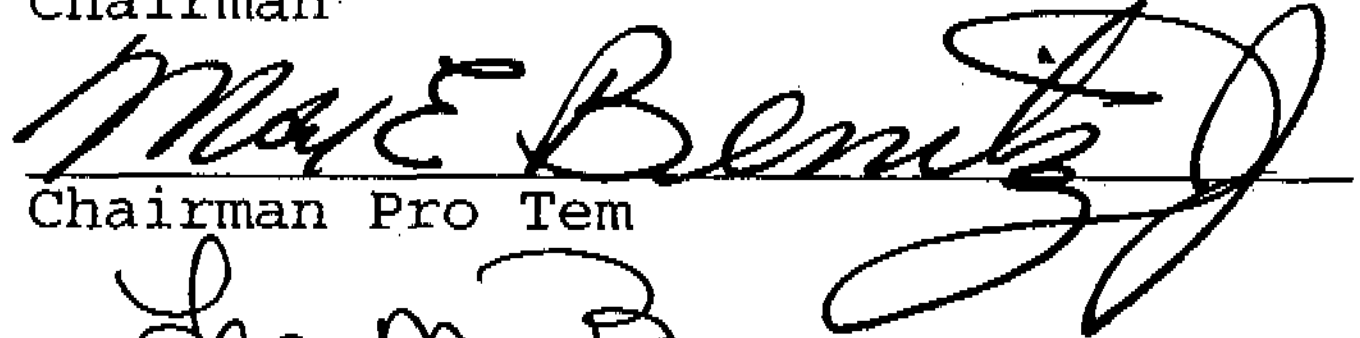
2005 056

## BENTON COUNTY APPROVAL

DATED at Prosser, Washington, this 18<sup>th</sup> day of January 2005.



Chairman



Chairman Pro Tem



Member

Constituting the Board of County  
Commissioners for Benton County,  
Washington

ATTEST:



Clerk of the Board

## FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 24<sup>th</sup> day of January 2005.



Chairman



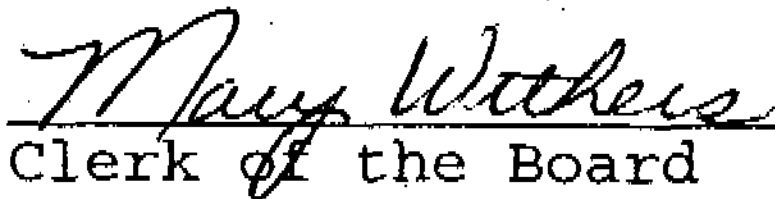
Chairman Pro Tem



Member

Constituting the Board of County  
Commissioners for Franklin County,  
Washington

ATTEST:

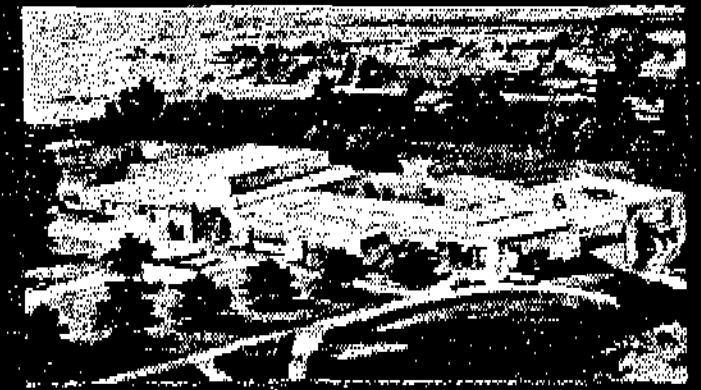


Clerk of the Board

**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 SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND RICHARD D. CORNISH, PH.D.

THIS CONTRACT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, 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 bicounty agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Richard D. Cornish, Ph.D. with its principal offices at 1776 Fowler STE 11, Richland, WA 99352 (hereinafter referred to as "CONTRACTOR").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2005, through December 31, 2005. The CONTRACTOR shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

#### 2. SERVICES PROVIDED

Pursuant to RCW 13.40.160, the CONTRACTOR shall provide services for selected first time, adjudicated sex offenders.

a. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. Assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:

- (1) Respondents version of the facts;
- (2) Official version of the facts;
- (3) Assessment of problems in addition to the alleged deviant behaviors;
- (4) Social, educational, and employment situation;
- (5) Source of evaluator's information; and
- (6) Amenability to treatment and risk to the community.

- b. Develop a proposed treatment plan that includes:
- (1) Frequency and type of contact between offender and treatment providers;
  - (2) Specific treatment issues to be addressed and description of planned treatment modalities;
  - (3) Monitoring plans including any requirement regarding living conditions;
  - (4) Anticipated duration of treatment, and
  - (5) Recommended crime-related prohibitions.
- c. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

### 3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR: Richard D. Cornish, Ph.D.  
1776 Fowler STE 11  
Richland WA 99352

- b. For COUNTIES: Sharon Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336

4. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by SB6259, Section 301, (RCW 13.40.160) addressing client's treatment progress is to be included in this hourly rate.
- b. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- c. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- d. At the rate of \$70.00 per hour for individual or Staff supervision services, and for Provider meetings scheduled by the Juvenile Justice Center Program Manager.
- e. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- f. The CONTRACTOR will submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- g. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- h. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the

CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- i. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.

- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on



the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 7. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.



Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incur fines or are required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The CONTRACTOR will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTIES, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance

policies, except for any required automobile liability policy.

(3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.

(5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

(8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The CONTRACTOR shall furnish the COUNTIES with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall

clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTIES. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTIES of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The CONTRACTOR shall furnish the COUNTIES with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTIES as an additional insured.

(3) Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" to both of the COUNTIES' Contract Representatives. The address of the certificate holder shall be shown as the current address of the COUNTIES'S Contract Representative.

(4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the COUNTIES that CONTRACTOR is currently paying workers compensation.

(5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES at the following address:

Juvenile Court Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick, WA 99336

(6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.

(7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTIES. If requested by COUNTIES, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

**8. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in their sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract by giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may terminate this Contract, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, with the exception of personal services contracts with individual substance abuse professionals as reflected in Exhibit "A", Section IX, "Subcontracting". However, the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract 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 Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and the CONTRACTOR is not entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

- a. The CONTRACTOR shall comply with all applicable Federal, State and local laws, pertinent WACs and RCWs, JRA Administration Policy Bulletins, and other rules, regulations and publications identified throughout the Statement of Work in performing this Contract.
- b. In case of conflict or inconsistency between the



aforementioned, the higher standard of compliance shall prevail.

### 13. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this contract.

#### a. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

#### b. Sexual Misconduct

- (1) The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The CONTRACTOR shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

### 14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all fiscal and clinical books, records, documents, and other material relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide as reflected in Exhibit "A", Section VII, "Records Retention".

**15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

a. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

**18. DISPUTES**

Differences between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.



**19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or

understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**


Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Agreement to be signed as follows:

CONTRACTOR

BENTON-FRANKLIN COUNTIES  
JUVENILE JUSTICE CENTER

  
Richard D. Cornish, Ph.D.

  
Sharon A. Paradis  
Administrator

12/14/04  
DATE

12/13/04  
DATE

## BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Cassandra Noble  
Cassandra Noble, Senior Deputy Prosecuting Attorney  
Benton County

12-20-04  
Date

DATED at Prosser, Washington, this 18 day of Jan, 2005.

Charles R. Oliver  
Chairman

ATTEST:

Carrie McKenzie  
Clerk of the Board

## FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

RUB  
Ryan Verhulp, Chief Civil Deputy Prosecutor  
Franklin County

01.08.05  
Date

DATED at Pasco, Washington, this 24<sup>th</sup> day of JANUARY, 2005.

Frank H. Buck  
Chairman

ATTEST:

Mary Withers  
Clerk of the Board

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 01-18-05 F/C 01-24-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Personal Services Contract between BFJJC and Richard D. Cornish, Ph.D.	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

Richard D. Cornish, Ph.D. has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2005 through December 31, 2005.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Richard D. Cornish, Ph.D.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Richard D. Cornish, Ph.D., to provide sex offender treatment as outlined above.

**JOINT RESOLUTION****BENTON COUNTY RESOLUTION NO. 05 030****FRANKLIN COUNTY RESOLUTION NO. 2005 057**

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE  
CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY  
COMMISSIONERS ON FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND  
RIVERVIEW COUNSELING AND CONSULTING, INC., and**

**WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court,  
believes it is in the best interest of the Juvenile Justice Center  
that the Personal Services Contract between Riverview Counseling  
and Consulting, Inc. and the Benton-Franklin Counties Juvenile  
Justice Center be approved as presented for a term commencing  
January 1, 2005 and terminating on December 31, 2005, NOW,  
THEREFORE,**

**BE IT RESOLVED, that the Chairman of the Board of Benton County  
Commissioners and the Chairman of the Board of Franklin County  
Commissioners be and they hereby are authorized to sign, on behalf  
of their respective county, the Fee for Service Agreements between  
the Juvenile Justice Center and Riverview Counseling and  
Consulting, Inc. as outlined above.**

Resolution Authorizing Signatures  
Riverview Counseling and Consulting, Inc.

05 030

2005 057

## BENTON COUNTY APPROVAL

DATED at Prosser, Washington, this 18<sup>th</sup> day of January 2005.

ATTEST:

Carmel McKenzie  
Clerk of the Board

Claude R. Allen

Chairman

Mark E. Bennett

Chairman Pro Tem

John M. Bauman

Member

Constituting the Board of County  
Commissioners for Benton County,  
Washington

## FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 24<sup>th</sup> day of January 2005.

ATTEST:

May Wickers  
Clerk of the Board

Frank H. Birk

Chairman

Leona J. Burkum

Chairman Pro Tem

R. E. Koss

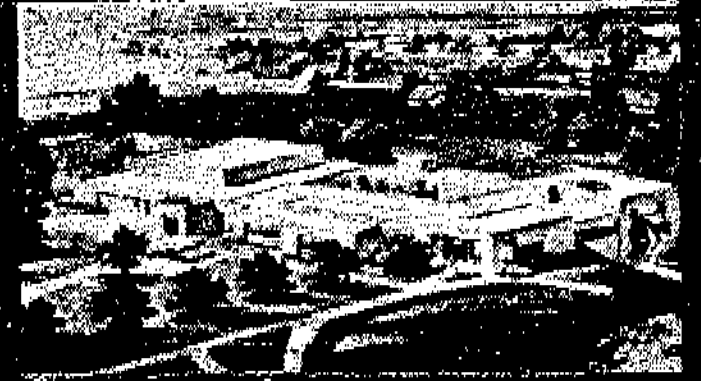
Member

Constituting the Board of County  
Commissioners for Franklin County,  
Washington

**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 SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND RIVERVIEW COUNSELING AND CONSULTING INC.

THIS CONTRACT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, 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 bicounty agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Riverview Counseling and Consulting Inc. with its principal offices at 660 George Washington Way, #B, Richland, WA 99352 (hereinafter referred to as "CONTRACTOR").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2005, through December 31, 2005. The CONTRACTOR shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

#### 2. SERVICES PROVIDED

Pursuant to RCW 13.40.160, the CONTRACTOR shall provide services for selected first time, adjudicated sex offenders.

a. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. Assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:

- (1) Respondents version of the facts;
- (2) Official version of the facts;
- (3) Assessment of problems in addition to the alleged deviant behaviors;
- (4) Social, educational, and employment situation;



- (5) Source of evaluator's information; and
  - (6) Amenability to treatment and risk to the community.
- b. Develop a proposed treatment plan that includes:
- (1) Frequency and type of contact between offender and treatment providers;
  - (2) Specific treatment issues to be addressed and description of planned treatment modalities;
  - (3) Monitoring plans including any requirement regarding living conditions;
  - (4) Anticipated duration of treatment, and
  - (5) Recommended crime-related prohibitions.
- c. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Juvenile Justice, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

### 3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR: Matthew J Cummings.  
660 George Washington Way, #B  
Richland WA 99352
- b. For COUNTIES: Sharon Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336

#### 4. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by SB6259, Section 301, (RCW 13.40.160) addressing client's treatment progress is to be included in this hourly rate.
- b. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- c. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- d. At the rate of \$70.00 per hour for Staff supervision services, and for Provider meetings scheduled by the Juvenile Justice Center Program Manager.
- e. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- f. The CONTRACTOR will submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- g. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- h. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under

this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- i. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**5. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

**6. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 7. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or

sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incur fines or are required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The CONTRACTOR will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.



- (2) The COUNTIES, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
  - (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
  - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
  - (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
  - (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.
- e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTIES with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTIES. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTIES of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTIES with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTIES as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" to both of the COUNTIES' Contract Representatives. The address of the certificate holder shall be shown as the current address of the COUNTIES'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the COUNTIES that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES at the following address:  
  
**Juvenile Court Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336-1388**
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity



shall be provided to COUNTIES. If requested by COUNTIES, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

8. **TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in their sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract by giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may terminate this Contract, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, with the exception of personal services contracts with individual substance abuse professionals as reflected in Exhibit "A", Section IX, "Subcontracting". However, the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than

a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract 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 Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and the CONTRACTOR is not entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

- a. The CONTRACTOR shall comply with all applicable Federal, State and local laws, pertinent WACs and RCWs, JRA Administration Policy Bulletins, and other rules, regulations and

publications identified throughout the Statement of Work in performing this Contract.

- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

### 13. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this contract.

- a. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

- b. Sexual Misconduct

- (1) The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The CONTRACTOR shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

### 14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all fiscal and clinical books, records, documents, and other material relevant to this contract in

accordance with WAC 388-805-320 and the WAC Implementation Guide as reflected in Exhibit "A", Section VII, "Records Retention".

**15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

**18. DISPUTES**

Differences between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to

CONTRACTOR'S right to seek judicial relief.

**19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

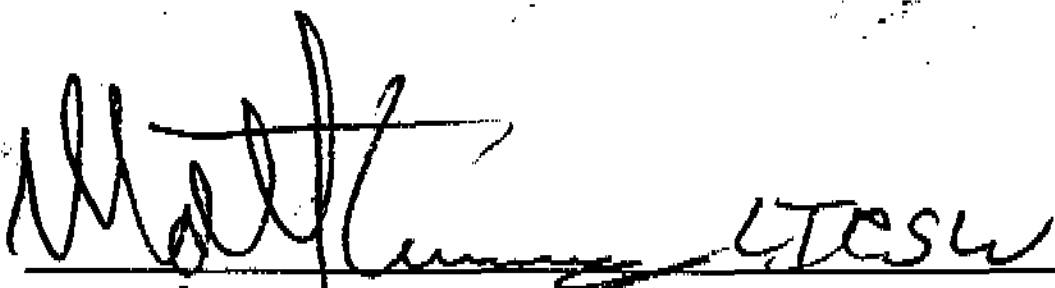
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

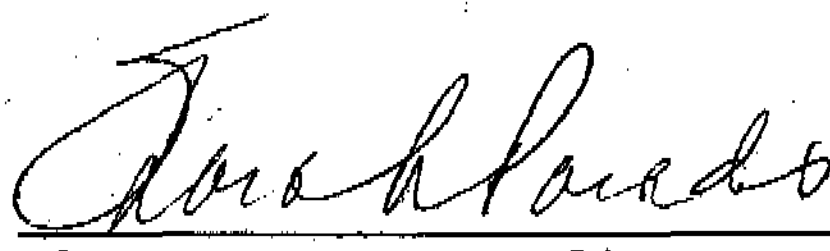
The parties have caused this Agreement to be signed as follows:

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

  
Matthew J. Cummings  
Riverview Counseling and  
Consulting Inc.

DATE

12/20/04

  
Sharon A. Paradis  
Administrator

DATE

12/13/04



## BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Cassandra Noble  
Cassandra Noble, Senior Deputy Prosecuting Attorney  
Benton County

1-5-05  
Date

DATED at Prosser, Washington, this 10 day of Jan, 2005.

Claude L. Allen  
Chairman

ATTEST:

Carm McFenzie  
Clerk of the Board

## FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

RVB  
Ryan Verhulp, Chief Civil Deputy Prosecutor  
Franklin County

01.08.05  
Date

DATED at Pasco, Washington, this 24<sup>th</sup> day of JANUARY, 2005.

Frank A. Brock  
Chairman

ATTEST:

Mary Withers  
Clerk of the Board



AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B/C 01-18-05 F/C 01-24-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Personal Services Contract between BFJJC and Riverview Counseling and Consulting, Inc.	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

Riverview Counseling and Consulting, Inc. has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2005 through December 31, 2005.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Riverview Counseling and Consulting, Inc.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Riverview Counseling and Consulting, Inc., to provide sex offender treatment as outlined above.

**JOINT RESOLUTION**

BENTON COUNTY RESOLUTION NO.

**05 031**

FRANKLIN COUNTY RESOLUTION NO.

**2005 058**

**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 A  
CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER  
AND TRI-CITIES CHAPLAINCY, A WASHINGTON NON-PROFIT  
CORPORATION, and**

**WHEREAS, Sharon Paradis, Administrator of the Juvenile Court,  
believes it is in the best interest of the Juvenile Justice Center  
that the proposed Contract Amendment between the Juvenile Court and  
Tri-Cities Chaplaincy be approved as presented in an amount not to  
exceed \$9,560.00 for 12 months, commencing January 1, 2005, and  
terminating December 31, 2005, 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 Contract Amendment between the  
Juvenile Justice Center and Tri-Cities Chaplaincy, a Washington  
non-profit corporation.**

Resolution Authorizing Signatures  
Tri-City Chaplaincy Contract Amendment

05 031  
2005 058

BENTON COUNTY APPROVAL

DATED at Prosser, Washington, this 18<sup>th</sup> day of January 2005.

Claude R. Oliver

Chairman

ATTEST:

Mac E. Benitez

Chairman Pro Tem

Carmie McKenzie  
Clerk of the Board

Leo M. Boueman

Member

Constituting the Board of County  
Commissioners for Benton County,  
Washington

FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 24<sup>th</sup> day of January 2005.

Frank A. Burk

Chairman

ATTEST:

Debra Rockman

Chairman Pro Tem

Mary Withers  
Clerk of the Board

R. G. Root

Member

Constituting the Board of County  
Commissioners for Franklin County,  
Washington

**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

### CONTRACT AMENDMENT

This CONTRACT AMENDMENT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Tri-Cities Chaplaincy, with its principal offices at 2108 W. Entiat Ave., Kennewick, WA 99336, (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 02 239 and executed on May 20, 2002, and Franklin County Resolution No. 2002 222 and executed on May 29, 2002 shall be amended as follows:

**A. Section V. shall be amended to read as follows:**

1. The term of this Agreement is from January 1, 2005 to December 31, 2005, unless terminated or extended in writing by both parties.
2. The Center will pay the Chaplaincy \$9,560.00 in twelve equal installments for professional services.

**B. Section VI. shall be added to read:**

"The CONTRACTOR shall comply with the following other provisions for all services provided under this contract.

**a. Background Check/Criminal History**

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

- (2) In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

- (1) The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The CONTRACTOR shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

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

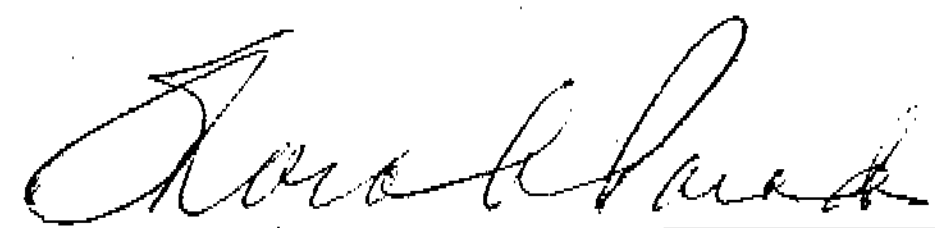
This amendment shall be effective upon execution by the parties.

**TRI-CITIES CHAPLAINCY**



**David C. Riddle**  
Executive Director

**BENTON-FRANKLIN COUNTIES  
JUVENILE JUSTICE CENTER**



**Sharon A. Paradis**  
Administrator

## BENTON COUNTY APPROVAL

## APPROVED AS TO FORM:

Cassandra Noble  
Cassandra Noble, Senior Deputy Prosecuting Attorney  
Benton County

12-20-04  
Date

DATED at Prosser, Washington, this 18 day of Jan., 2005.

Claude L. Allen  
Chairman

## ATTEST:

Carmie McKenzie  
Clerk of the Board

## FRANKLIN COUNTY APPROVAL

## APPROVED AS TO FORM:

R. V. B.  
Ryan Verhulp, Chief Civil Deputy Prosecutor  
Franklin County

01.08.05  
Date

DATED at Pasco, Washington, this 24<sup>th</sup> day of January, 2005.

Frank H. Brock  
Chairman

## ATTEST:

Mary Withers  
Clerk of the Board

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 01-18-05 F/C 01-24-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Contract Amendment - Tri-Cities Chaplaincy	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**

Tri-Cities Chaplaincy has been providing counseling and consultation services to the Juvenile Detention facility for numerous years. The Chaplaincy provides individual and group care counseling services for youth in detention. The Chaplaincy responds to clergy who have parishioners at the Juvenile Detention facility or who have questions about the facility's services. The contract amendment extends the term of service and adjusts the fee structure.

**SUMMARY**

The Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and Tri-Cities Chaplaincy will be for the term from January 1, 2005 through December 31, 2005 and will provide payment to the Chaplaincy of \$9,560.00 in twelve equal installments for the professional services provided as stated in the original contract.

**RECOMMENDATION**

We recommend that the Boards of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Juvenile Justice Center and Tri-Cities Chaplaincy, a Washington non-profit corporation.

**FISCAL IMPACT**

The fiscal impact is \$9,560.00, which has been budgeted for in our Approved 2004 Operations Budget.

**MOTION**

I move that the Chairs of the Boards of County Commissioners be authorized to sign the Contract Amendment Between Benton-Franklin Counties Juvenile Justice Center and Tri-Cities Chaplaincy.



EXHIBIT 15  
Franklin County Auditor

January 24, 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

January 24, 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, January 24, 2005.

Move that the following warrants be approved for payment:



**2004**

FUND	WARRANT	AMOUNT
<u>Expenditures</u>		
Current Expense	43484-43531	\$51,481.80
Current Expense	43532-43586	\$15,222.40
Current Expense	43679-43689	\$15,156.56

<b>TOTAL:</b>	<b>\$81,860.76</b>
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**2005**

Current Expense	43587-43678	\$77,517.72
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<b>TOTAL:</b>	<b>\$77,517.72</b>
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<b>GRAND TOTAL:</b>	<b>\$159,378.48</b>
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In the amount of \$159,378.48 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 RESOLUTION NO. 2005 059**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: APPROVE REIMBURSEMENT FOR CELLULAR TELEPHONE USAGE FOR THE FRANKLIN COUNTY SHERIFF, SERGEANT PFEIFFER, SERGEANT KENT AND CORPORAL STEFFENS IN AN AMOUNT NOT TO EXCEED \$30 EACH PER MONTH, EFFECTIVE DECEMBER 1, 2004**

**WHEREAS**, Franklin County discontinued cellular telephone service with AT&T under the State contract effective December 1, 2004; and

**WHEREAS**, the Franklin County Sheriff requested authorization for himself, Sergeant Bryan Pfeiffer, Sergeant Rick Kent and Corporal Elaine Steffens to use their personal cellular telephones for county business in exchange for reimbursement from the County in an amount of \$30 each per month; and


**WHEREAS**, R.C.W. 36.28.180 authorizes allowance for clothing and other incidentals necessary to the performance of official duties for the sheriff and his deputies; and

**WHEREAS**, R.C.W. 42.24.090 authorizes reimbursement for transportation, lodging, meals or any other purpose for officers or employees of any municipal corporation or political subdivision;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorizes reimbursement for cellular telephone usage for the Franklin County Sheriff, Sergeant Pfeiffer, Sergeant Kent and Corporal Steffens in an amount not to exceed \$30 each per month, effective December 1, 2004.

**APPROVED** this 24<sup>th</sup> day of January 2005.

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

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Sheriff

cc: Accounting Department



OFFICE OF

SHERIFF

FRANKLIN COUNTY

1015 North 5<sup>th</sup> Ave.  
Pasco, Washington 99301  
(509) 545-3501 Fax (509) 546-5802

Richard W. Lathim, Sheriff  
Kevin A. Carle, Undersheriff  
Ronelle J. Nelson, Civil Deputy  
(509) 545-3565

RECEIVED

JAN 20 2005

FRANKLIN COUNTY  
COMMISSIONER

December 1, 2004

Franklin County Auditor's Office

Re: Cell Phone Reimbursement

Effective December 1, 2004 I discontinued cell phone service under Franklin County Sheriff's Office with AT&T Wireless for the following employees: Sheriff Richard Lathim, Sergeant Bryan Pfeiffer, Sergeant Rick Kent, and Corporal Elaine Steffens.

Once this service was discontinued I authorized these employees to use their own cell phones for county business in exchange for reimbursement from the county in the amount of \$30 each per month. The employees agree to provide their own phone and accessories at no additional cost to the county. The employees further agree that they will not be entitled to any additional reimbursement from the county for their cell phone costs.

The employees are required to submit proof of their cell phone bill every month to be processed for reimbursement.

Lt. Nelson will process reimbursement to each employee out of Sheriff's Budget 520 line 521.20.42 which is approved for funding of cell phone use in the Sheriff's Office by the County Commissioners.

This action has been taken to save money on cell phone usage within the Sheriff's Office and at the same time provide better access to our supervisors during off duty hours.

Those employees authorized to have county cell phones (Undersheriff Kevin Carle, Corporal Dan Gayda, & Detective Jim Johnston) who chose not to obtain their own cell phone service have been provided with a cell phone on the Sheriff's Office account which will also be paid out of line 521.20.42.

A handwritten signature in cursive script, appearing to read "Richard Lathim".  
Sheriff Richard Lathim

# OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Richard Lathim  
 Dates: February 22 - 25, 2005  
 Destination: Reno Nevada  
 Purpose: Western States Sheriffs' Meeting & Exec. Training  
 Account/Budget #: 520

## ESTIMATED EXPENSE

Mileage	Miles @	Per Mile	\$
Meals			\$ 80.00
Lodging			\$ 170.00
Registrations, Fares			\$
Supplies (Parking)			\$ 40.00
<b>TOTAL</b>			\$ 290.00

Recommended: Richard Lathim 1/19/05  
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

JANUARY 24, 2005

Frank A. Burk, Chair  
Debra J. Burk, Member  
R. Burk, Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: \_\_\_\_\_

# OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Kevin Carle  
 Dates: February 22-25, 2005  
 Destination: Reno Nevada  
 Purpose: Western States Sheriffs Meeting & Executive Training  
 Account/Budget #: 520

## ESTIMATED EXPENSE

Mileage \_\_\_\_\_ Miles @ \_\_\_\_\_ Per Mile \$ \_\_\_\_\_  
 Meals..... \$ 80.00  
 Lodging..... \$ \_\_\_\_\_  
 Registrations, Fares ..... \$ \_\_\_\_\_  
 Supplies ..... \$ \_\_\_\_\_  
**TOTAL** ..... \$ 80.00

Recommended: Richard Jettner 1/19/05  
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

JANUARY 24, 2005

Frank H. Brook, Chair

Theresa J. Schum, Member

R. Schum, Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: \_\_\_\_\_