

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Frank H. Brock, Chairman, was absent attending the American Public Transportation Association (APTA) legislative conference in Washington DC.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mr. Koch: I so move to accept the consent agenda of March 7, 2005, as presented:

1. Approval of **joint Resolution 2005-105** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Research Agreement OGRD (Office of Grant and Research Development) #103697 between the Juvenile Justice Center and Washington State University, to provide an independent evaluation of the school/probation liaison counselor in Pasco High School, for a term commencing November 1, 2004 and terminating May 31, 2005. (Exhibit 1)
2. Approval of **joint Resolution 2005-106** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amendment to the agreement between the Juvenile Justice Center and Teamsters Local 839 representing the Benton-Franklin Counties Juvenile Detention Officers, amending the wage and benefit section effective January 1, 2005 (amending Franklin County Resolutions 2003-231 and 2004-580). (Exhibit 2)
3. Approval of **joint Resolution 2005-107** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the amendment to the agreement between the Juvenile Justice Center and AFSCME (American Federation of State, County and Municipal Employees) Local 3892 representing the Benton-Franklin Counties Juvenile Clerical, amending the wage and benefit section effective January 1, 2005 (amending Franklin County Resolutions 2004-031 and 2005-061). (Exhibit 3)

Second by Mrs. Corkrum. 2:0 vote in favor.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

Juvenile Justice Center (JJC) billings

Franklin County received a bill for almost \$400,000 from Benton County for the JJC, covering January, February, March, and end-of-year 2004 adjustments. The agreement between the counties is that Franklin County will pay upfront on a monthly basis. Mrs. Corkrum asked Mr. Bowen to talk with the Board about it during his scheduled time.

Greater Pasco Area Chamber of Commerce

The Commissioners have received a bill from the Chamber of Commerce for \$225 for membership. In the past, individual commission members have paid dues. However, now the Board has asked Mr. Bowen to be the Board's liaison. Ms. Shults said Mr. Brock told her he is in agreement to have the county pay the dues.

Motion – Mr. Koch: I will make a motion to approve the payment of dues for the Greater Pasco Area Chamber of Commerce of \$225, \$50 of it being new member initiation fee. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 4)

JUVENILE JUSTICE CENTER (JJC)

JJC Director Sharon Paradis met with the Board.

WSLJAC

Ms. Paradis said our understanding was 22 counties who had received dollars the previous year but were not qualifying would receive \$10,000 each this year. Benton County qualified at \$10,528. Franklin County was not qualified and she had assumed Franklin County would qualify for an additional \$10,000. However, the Juvenile Accountability Block Grant program has lumped Benton and Franklin Counties together and allocated \$10,528. A letter is being prepared to Lori Nesmith, Program Administration of the JABG, requesting reconsideration of the decision.

HUMAN SERVICES

Human Services Director Tiffany Coffland met with the Board.

Vacation Time Transfer

Ms. Coffland asked for approval of transfer of vacation from some employees to an employee who fell down and broke her wrist during training.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

Executive Session at 9:36 a.m. regarding personnel expected to last two minutes.

Open Session at 9:37 a.m.

Mrs. Corkrum asked if we could eliminate putting sick leave into VEBA.

Mr. Bowen does not know. There was discussion about how sick leave accrual works for VEBA contributions.

Executive Session at 9:40 a.m. regarding contract negotiations expected to last 10 minutes.

Open Session at 9:47 a.m.

Motion – Mr. Koch: I move that we accept the Volunteer Transfers of Annual Leave from five individuals from Corrections to Laura Dampman. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 5)

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers/Warrants

Motion – Mr. Koch: I move we accept the vouchers for County Road for \$240,991.46; Motor Vehicle and Public Works Equipment for \$49,206.91; and Solid Waste for \$891.47. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 6)

Bi-Monthly Progress Reports

The work on the bridges that were being redone is completed. The bridges came out in good shape. An additional springer was added.

Bi-Monthly Progress Reports were reviewed.

Chiawana Park

Mr. Bowen and Mr. Fife have met with Pasco City Manager Gary Crutchfield and other Pasco staff. The city has asked the county to only go out for two of the 1/10ths of 1% bond issues instead of three. Mrs. Corkrum asked if the city could use the 2/10ths of 1% that they receive to put back into our criminal justice area. Mr. Bowen said he talked to Mr. Crutchfield about that at a previous meeting at which time Mr. Crutchfield indicated the city would not be willing to give that back to the county. Mrs. Corkrum

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

said the city is giving funds to the City of Kennewick for the Public Facilities District (PFD).

Mr. Bowen said the city would like to use the third 1/10th of 1% tax to go toward a proposed water park. The location of the water park has not been determined. If the third 1/10 of 1% tax is approved separately, the city could receive 100% of the taxes collected. If it is included as part of a total 3/10 of 1% tax, taxes from auto sales would be excluded.

Mr. Bowen verbally gave some projected figures for tax collections. The county would receive 60% with the cities receiving 40%.

The city staff told Mr. Bowen that if the county would agree to propose only two 1/10 of 1% taxes to voters, the city would support the county on the 2/10 of 1% tax and help the county form committees to seek support from citizens and different groups such as Kiwanis. If the county wants the full 3/10 of 1%, the city will remain silent. Also, the city will openly commit to take on maintenance of Chiawana Park for next year (2006), not this year, and if the county opens the park up in 2005, the city will pay for half of the budget this year (using \$80,000 of city money). The county would have to come up with another \$25,000 that is not budgeted at this time.

Mr. Bowen said he has talked to Mr. Brock individually and Mr. Brock is opposed to the city's proposal. He said Mr. Brock's concern is if we go out for 3/10th of 1% and it doesn't pass, the legislature could say you're not using all that we've allowed you to use for taxes.

Mr. Fife said City of Pasco is considering that Chiawana Park would be a new expenditure that they could use against this tax. The law regarding the new taxes states: "Funds raised under this tax shall not supplant existing funds used for these purposes." (RCW 82.14.450). Mr. Bowen said the City of Pasco can ask for a total of 4/10 of 1%.

Mrs. Corkrum thinks the proposed tax might pass if we put out a good package that has something for everybody, earmarking part of it to pave our graveled roads and giving a timeline, and then so much for keeping the park open, and also use some of that money for the park.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

There was discussion about the \$25,000 that would be needed in 2005 to open Chiawana Park. The Finance Committee will be meeting on Wednesday. At that time, the cash carryover amount from the 2004 budget should be known. Mr. Bowen asked Mr. Fife if the county can't come up with the extra \$25,000 and cuts the Chiawana Park budget back to \$110,000, could we limp through this year? Mr. Fife said he can look at ways to trim costs. The hiring of the second maintenance person at the park could be delayed. Some groups volunteer to help at the park, mostly with litter pickup.

Executive Session at 10:08 a.m. regarding personnel expected to last two minutes.

Open Session at 10:09 a.m.

Mr. Bowen asked Mrs. Corkrum and Mr. Koch for direction. Mrs. Corkrum said she feels like she's between a hard place and rock. She really wants to go out for 3/10ths of 1% but if we can't get the support from the city, that concerns her.

Mr. Koch asked about new projects. Mr. Fife said there is a park improvement project that could be done. Some other ideas for projects were briefly mentioned.

Mr. Bowen said if it were me, I would go with what the city is asking because you would have 2/10 of 1% bond issue with city support and also working with the city to help them with a water park, which would benefit the county at the same time.

Mrs. Corkrum said maybe, if it's in our county. Mr. Bowen said there is no guarantee of site for a water park. However, we would benefit from spin-off effects of the water park.

He said to me, the working relationship between the city and county is important.

Mrs. Corkrum said that is important to me because we finally have a working relationship with the City of Pasco.

Mr. Koch said, "I think I'd have to support it."

Projected figures were reviewed again. For 2/10th of 1%, Franklin County is projected to receive \$840,000. The cities would receive \$560,000. Of that amount, a minimum of 30% would be used for criminal justice (\$252,000). Mrs. Corkrum said we could refurbish the Work Release area, get a good Work Release program going, and home monitoring. She said those would be new projects. Mr. Bowen said we could also take care of the new murder trials that were just sent back to the county. The remainder

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

would be \$588,000. Mr. Bowen thinks the figures for financing 30 miles of road paving would include a bond payment of about \$170,000. That would leave about \$418,000 to use for other programs. New things could include new police vehicles. The bonding attorney could provide help in knowing we're doing it correctly.

The legislature may change the language of RCW 82.14.450 so the money could be used for existing programs.

Mr. Bowen said to keep in mind if the first 2/10ths of 1% is voted on now, the other 1/10 of 1% can be voted on later.

Mr. Koch said he feels we need to go for the 2/10 of 1% with the city's help.

Mr. Bowen asked if he can state to the city staff that the two commissioners that were present today are in favor of going with the city's proposal to open Chiawana Park this year. We can work out the details on the county's \$25,000 for the park. The feeling of the Board is that we would much rather go out with support on 2/10 of 1% than on our own for 3/10 of 1%. Mrs. Corkrum said yes. Mr. Koch agreed.

Mrs. Corkrum said the city has done some good things for us such as doing the marketing to get the hotel next to TRAC and also marketing other land near TRAC.

Mr. Bowen will let them the city staff know that the Board gave **consensus agreement** regarding the city's proposal.

Mrs. Corkrum asked that a letter be prepared to legislators asking them to change the language in RCW 82.14.450 to allow supplanting.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

TRAC – Purchases

Mr. Bowen said the TRAC Capital Budget requires Board approval prior to expenditures being made. TRAC is requesting approval for purchase of a computer and software and also batteries for emergency lights in the Exposition Hall. These items were previously discussed with the Board. The batteries would cost \$5104.18. The computer and software cost totals \$3925.05. Budget figures were reviewed.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

Mr. Koch asked if the batteries are only for the Expo Hall or for all of TRAC.
Mr. Bowen will find out.

Letter to Benton County Treasurer

A letter was reviewed to Benton County Treasurer Duane Davidson regarding submitting bills to Franklin County on a monthly basis for Juvenile Operations and Facility Budget Invoices.

Motion – Mr. Koch: I make a motion we approve this letter regarding Juvenile Operations and Facilities Budget to Mr. Duane Davidson. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 7)

Clerk's Office – Computer Software

The Clerk's Office has a computer that needs new software costing \$650. The Board said to wait at this time.

Executive Session at 10:43 a.m. regarding contract negotiations expected to last five minutes.

Open Session at 10:44 a.m.

OTHER BUSINESS

Juvenile Justice Center

Motion – Mr. Koch: I do make a motion that we send a letter to Lori Nesmith, Program Administrator, for JABG distribution money. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 8)

Recessed at 10:45 a.m.

Reconvened at 10:49 a.m.

Adjourned at 10:50 a.m.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 9, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed March 16, 2005.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 101

FRANKLIN COUNTY RESOLUTION NO. 2005 105

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE
BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE
RESEARCH AGREEMENT OGRD # 103697 BETWEEN THE JUVENILE
JUSTICE CENTER AND WASHINGTON STATE UNIVERSITY, TO
PROVIDE AN INDEPENDENT EVALUATION OF THE SCHOOL/PROBATION
LIAISON COUNSELOR IN PASCO HIGH SCHOOL, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court,
believes it is in the best interest of the Juvenile Justice Center
that the proposed Research Agreement OGRD # 103697 between the
Juvenile Court and Washington State University be approved as
presented for a term commencing November 1, 2004, and terminating
on May 31, 2005, NOW, THEREFORE,

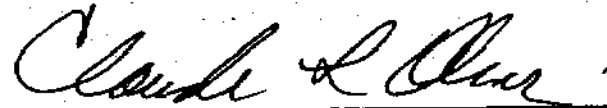
BE IT RESOLVED, that the Chairman of the Board of Benton County
Commissioners and the Chairman of the Board of Franklin County
Commissioners be and they hereby are authorized to sign, on behalf
of their respective county, the Contract between the Juvenile Court
and Washington State University.

Resolution Authorizing Signature
Research Agreement

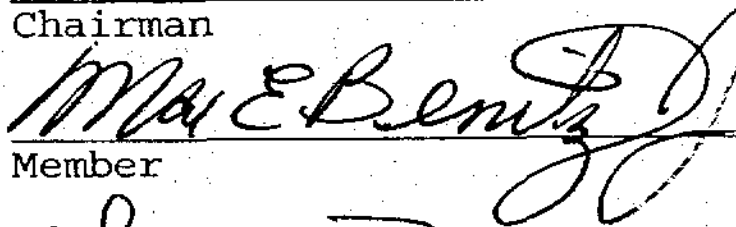
05 10

2005 105

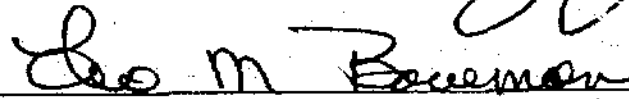
BENTON COUNTY APPROVAL

DATED at Prosser, Washington, this 28th day of February 2005.

Chairman



Member



Member

Constituting the Board of County
Commissioners for Benton County,
Washington

ATTEST:



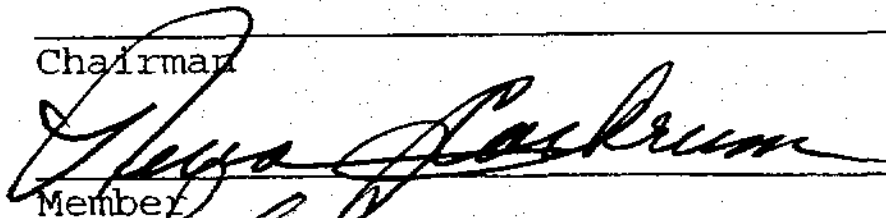
Clerk of the Board

FRANKLIN COUNTY APPROVAL

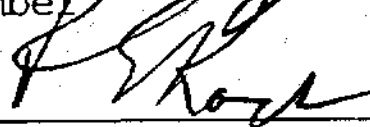
DATED at Pasco, Washington, this 7th day of March 2005.

ABSENT

Chairman



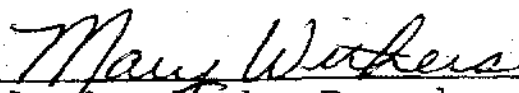
Member



Member

Constituting the Board of County
Commissioners for Franklin County,
Washington

ATTEST:



Clerk of the Board

WASHINGTON STATE UNIVERSITY
RESEARCH AGREEMENT
OGRD # 103697

ARTICLE 1 – PARTIES

- 1.1 THIS AGREEMENT is made and entered into by and between Washington State University, an institution of higher education and an agency of the state of Washington, hereinafter referred to as "University," and Benton and Franklin Juvenile Justice Center (BFCJJC) hereinafter referred to as "Sponsor." In this Agreement, the above entities are jointly referred to as Parties.

ARTICLE 2 – PURPOSE

- 2.1 The research program contemplated by this Agreement is of mutual interest and benefit to University and Sponsor.
- 2.2 The performance of such research is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education.

In consideration of the mutual premises and covenants contained herein, the Parties hereto agree to the following terms and conditions.

ARTICLE 3 – DEFINITIONS

- 3.1 "Budget" shall mean the Project Budget contained in *Attachment B-Budget*, which is hereby incorporated by reference.
- 3.2 "Project Director(s)" shall be Laurie Drapela.
- 3.3 "Sponsor Liaison" shall be Sharon Paradis, an employee designated by Sponsor to be the primary contact with the Project Director.
- 3.4 "Scope of Work" shall mean the research described in *Attachment A-Scope of Work* which is hereby incorporated by reference, and that is under the direction of the Project Director(s).

ARTICLE 4 – SCOPE OF WORK

- 4.1 Scope of Work. University agrees to perform the activities entitled "Effectiveness of School-Based Juvenile Probation Liaison Program" as described in *Attachment A-Scope of Work*.
- 4.2 University agrees to use its reasonable best efforts to perform the Scope of Work. Sponsor acknowledges that this Agreement is for the research effort described in *Attachment A-Scope of Work* and that University does not represent or guarantee that the desired research results will be obtained under this Agreement.
- 4.3 Reporting Requirements.
- 4.3.1 Progress Reports. University shall provide written reports on the progress of the research as follows: *Progress Reports shall be provided on a annual basis, with the final report due within sixty (60) days of completion of this grant.*

- 4.3.2 Final Report. A final written report shall be furnished at the completion of the Contract Term.

ARTICLE 5 – CONTRACT TERM

- 5.1 This Agreement shall become effective on November 1, 2004 and shall be completed on May 31, 2005 unless a time extension is mutually agreed upon in writing between the Parties in accordance with Article 18–Amendments.

ARTICLE 6 – PAYMENT TERMS

- 6.1 Total Costs. Sponsor agrees to reimburse University for services performed under this Agreement for the grant period as follows:

Total Direct Costs:	\$4,702
Total Indirect Costs:	\$ 470
Total Project Costs:	\$5,172

- 6.2 Project Budget. *Attachment B–Budget* sets forth the Project Budget. Deviations from this Project Budget may be made to and from any expenditure object within the University system as long as such deviation is reasonable and necessary in the pursuit of the Scope of Work. The total amount identified above may not be exceeded without prior written amendment to this Agreement signed by the Parties.

- 6.3 Invoices. Periodic invoices will be provided, in accordance with 6.1, but not more often than monthly, using the standard University invoice. Payments are due to University within forty-five (45) days from the University invoice date. Checks should be made payable to Washington State University and sent to: Controller's Office, Attn: Sponsored Project Finance Office, Washington State University, Pullman, WA 99164-1025.

Invoices should be sent to:

Name/Title: Benton/Franklin Juvenile Justice Ctr Phone: 509.783.2151

Address: 5606 W. Canal Pl. Ste 106 Fax: 509.736.2728

Address: _____ E-mail: _____

City/State/Zip: Kennewick, WA 99336-1388

- 6.4 The balance of any amounts which remain unpaid more than thirty (30) days after they are due to the University shall accrue interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum allowed under applicable law. However, in no event shall this interest provision be construed as a grant of permission for any payment delays.

ARTICLE 7 – EQUIPMENT

- 7.1 University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.

ARTICLE 8 – KEY PERSONNEL

- 8.1 The Project Director may select and supervise other project staff as needed. No other person will be substituted for the Project Director except with Sponsor's approval. Sponsor may exercise Termination for Convenience provisions of this Agreement if a satisfactory substitute is not identified.

ARTICLE 9 – CONTROL OF RESEARCH

- 9.1 Control of Scope of Work rests entirely with University. However, the Parties agree that University, through its Project Director, shall maintain communication with a designated liaison for Sponsor. University's Project Director and Sponsor's Liaison shall mutually define the frequency and nature of these communications.

ARTICLE 10 – CONFIDENTIAL INFORMATION

- 10.1 "Confidential Information" shall mean information in written, graphic, oral or other tangible form protected by trade secret or other right of non-disclosure, including without limitation algorithms, formulae, techniques, improvements, technical drawings and data, and computer software. Confidential Information shall not include information which (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is required, upon advice of counsel, to be disclosed under operation of law (f) is reasonably ascertained by University or Sponsor to create a risk to a trial subject or to public health and safety.
- 10.2 It is understood that as an educational institution of the state of Washington, University is subject to Washington State laws and regulations including the Washington Public Disclosure Act, RCW 42.17.250 et seq. (<http://www.leg.wa.gov/wsladm/rcw.htm>). If a Public Disclosure Act request is made to view Sponsor's Confidential Information, and the University's Public Records Officer either determines that no exemption to disclosure applies or is unable to determine whether an exemption to disclosure applies, University will notify Sponsor of the request and the date that such records will be released to the requester unless Sponsor obtains a court order enjoining that disclosure. If Sponsor fails to obtain a court order enjoining disclosure, University will release the requested information on the date specified.
- 10.3 To the extent allowed by law, University and Sponsor agree to use reasonable care to avoid unauthorized disclosure of Confidential Information, including without limitation taking measures to prevent creating a premature bar to a United States or foreign patent application. Each party will limit access to Confidential Information received from another party hereto to those persons having a need to know. Each party shall employ the same reasonable safeguards in receiving, storing, transmitting, and using Confidential Information that prudent organizations normally exercise with respect to their own confidential information of significant value.
- 10.4 Any Confidential Information shall be in written, graphic, or other tangible form or reduced to such form within thirty (30) days of disclosure and shall be clearly identified as confidential at the time of or within thirty (30) days of disclosure. Confidential Information shall not be disclosed by the receiving party to a third party for a period of five (5) years from receipt of such information unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure. Third parties include all governmental offices unless disclosure is required by law or reasonably ascertained by University or Sponsor to be necessary to public health and safety.
- 10.5 The terms of confidentiality set forth in this Agreement shall not be construed to limit the parties' right to independently develop products without the use of another party's Confidential Information.

ARTICLE 11 – PUBLICATION

- 11.1 University reserves the right to publish or permit to be published by University employees the results of Project research undertaken by University employees. To prevent untimely disclosure or exploitation of Sponsor Confidential Information, University shall provide Sponsor Liaison with a copy of any proposed publication resulting from the Project at least thirty (30) days prior to submission for publication. Sponsor shall have thirty (30) days (the "Pre-publication Review Period") from receipt of the draft to review the proposed publication. If Sponsor determines that Sponsor Confidential Information is included in the proposed publication, University will at Sponsor's request remove such Sponsor Confidential Information prior to submission for publication. If the proposed draft publication contains Sponsor Confidential Information, the Sponsor may request that University's submission of the draft for publication be delayed for up to sixty (60) days beyond the end of the Pre-publication Review Period. If Sponsor seeks to delay publication, Sponsor shall make such request in writing prior to the expiration of the Pre-publication Review Period together with identification of the information or materials of concern and reasons why delay is warranted. University may delay publication by ninety (90) days to allow University or Sponsor, as the case may be, to seek patent protection.

ARTICLE 12 – PUBLICITY

- 12.1 Sponsor shall not include the name of Washington State University, Washington State University Research Foundation or any of either entity's Trademarks in any advertising, sales promotion, or other publicity matter without prior written approval of the President of the University or his or her designee.

ARTICLE 13 – TERMINATION

- 13.1 Termination for Convenience. This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by Sponsor, Sponsor shall pay all reasonable costs and non-cancelable obligations incurred by University as of the date of termination.
- 13.2 Termination for Cause. In the event either party shall commit any material breach of or default in any terms or conditions of this Agreement, and also shall fail to remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to that effect. Termination shall be effective as of the day of receipt of such notice.
- 13.3 Termination of this Agreement shall not relieve either party of any obligations incurred prior to the date of termination.

ARTICLE 14 – DISPUTE RESOLUTION

- 14.1 Except as otherwise provided in this Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issues(s), state the

relative positions of the Parties and be sent to all Parties. Parties must provide a response within thirty (30) days unless the Parties mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the Parties.

- 14.2 Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

ARTICLE 15 – DISCLAIMER

UNIVERSITY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT.

ARTICLE 16 – OMITTED

ARTICLE 17 – INDEMNITY

- 17.1 Each party to this Agreement shall be responsible to assume liability for its own wrongful or negligent acts or omissions or those of its officers, agents or employees to the full extent required by law.

ARTICLE 18 – AMENDMENTS

- 18.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

ARTICLE 19 – ASSIGNMENT

- 19.1 The work to be provided under this Agreement, and any claim arising hereunder, 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.
- 19.2 Notwithstanding the foregoing, and consistent with University policy, Sponsor agrees that University may assign any Inventions, Copyrights, or Trademarks developed under this Agreement to the Washington State University Research Foundation.

ARTICLE 20 – NOTICES

- 20.1 Any notice or communication required or permitted under this Agreement shall be delivered by overnight courier, or by registered or certified mail, postage prepaid and addressed to the party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing. Notice given hereunder shall be effective as of the date of receipt of such notice:

University:

Name/Title: Dan Nordquist
Address: OGRD
Address: 423 Neill Hall
City/State/Zip: Pullman, WA 99163

Phone: 509.335.9661
Fax: 509.335.1676
E-mail: ogrd@wsu.edu

Sponsor:

Name/Title: Benton/Franklin Juvenile Justice Ctr
Address: 5606 W Canal Pl Ste 106
Address: _____
City/State/Zip: Kennewick, WA 99336-1388

Phone: 509.783.2151
Fax: 509.736.2728
E-mail: _____

ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement 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.
- 21.2 Any action at law, suit in equity, judicial proceeding arising out of this agreement shall be instituted and maintained only in and of the courts of competent jurisdiction in Benton County, Washington.

ARTICLE 22 – SEVERABILITY

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

ARTICLE 23 – ORDER OF PRECEDENCE

- 23.1 In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable statutes and regulations;
 2. Terms and Conditions contained in the basic Agreement;
 3. Attachment A–Scope of Work;
 4. Attachment B–Budget;
 5. Any other attachments; and
 6. Any other provisions incorporated by reference or otherwise into this Agreement.

ARTICLE 24 – ALL WRITINGS CONTAINED HEREIN

- 24.1 This Agreement contains all the terms and conditions agreed upon by the Parties. 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.

ARTICLE 25 – NON DISCRIMINATION

- 25.1 University, 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, martial status, veteran status, or the presence of any disability.
- 25.2 Sponsor, 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, martial status, veteran status, or the presence of any disability.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

Name: Dan Nordquist
 Title: Director, OGRD
 Date: 1/21/05

SPONSOR

Name: _____
 Title: _____
 Date: _____

<p align="center">Benton County Approval</p> <p>Approved as to Form: <u>Cassandra Noble 1-27-05</u></p> <p>Cassandra Noble, _____ Date Senior Deputy Prosecuting Attorney</p> <p>By: <u>Clark A. Cheri</u> Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: <u>2-28-05</u></p> <p>Attest: Clerk of the Board: <u>Carmel McFarce</u></p>	<p align="center">Franklin County Approval</p> <p>Approved as to Form: <u>180 P 02-14-05</u></p> <p>Ryan Verhulp, _____ Date Chief Civil Prosecuting Attorney</p> <p>By: <u>Neva J. Cockrum</u> Name: <u>Neva J. Cockrum, Pro-Tem</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>3/7/05</u></p> <p>Attest: Clerk of the Board: <u>Mary Withers</u></p>
---	---

ATTACHMENT A – SCOPE OF WORK
OGRD # 102303
(See Article 3 & 4)

Laurie A. Drapela, Ph.D.
Assistant Professor of Criminal Justice
Washington State University Vancouver
October 25, 2004

Scope of Work for Pasco High School Project: Effectiveness of School-Based Juvenile Intervention Programs on Troublesome Behavior among Youth

This evaluation will provide important data to the Benton Franklin Counties Juvenile Court, Pasco High School officials, and the community regarding the effectiveness of a school-based program targeted to reduce both criminal and disruptive behavior among troubled youth. The research will involve the analysis of record data being kept by both the Benton Franklin Counties Juvenile Justice Center (BFCJJC) and Pasco High School (PHS) for the purposes of conducting an outcome evaluation of two interventions: 1) the placement of a school-based probation counselor in Pasco High; and 2) the implementation of an Aggression Replacement Therapy program in the PHS curriculum. The following paragraphs describe the research samples and methodology, expected products, and timelines for this evaluation.

Research Samples and Methodology:

The first intervention involves students who have been placed on probation by the BFCJJC. These students have received probation as a sentence by a juvenile court judge, OR have allocated to an offense for which they received probation. Rather than being placed on the caseload of a field-based probation officer, BFCJJC has referred all juveniles attending PHS who have been sentenced to probation to be supervised by a school-based probation counselor. Approximately 60 subjects will be randomly selected for this portion of the evaluation by using a random number table and a comprehensive sampling frame of all the probationers on the school-based counselor's caseload during the current academic year (this number often exceeds sixty). Sixty control subjects will be randomly selected from field-based caseloads in the Tri-Cities area. Post-intervention record data will compare rates of probation violations and new crimes between these two groups of randomly selected participants to determine if youth supervised by school-based probation counselors behave better while on supervision than those youth monitored by field-based probation counselors.

The second intervention involves students who are identified and referred by the school for aggression-related behavior within the school context. The intervention involves a sixteen-week Aggression Replacement Training (ART) course where students learn appropriate, non-violent, ways of responding to aversive environmental stimuli. Candidates for this program will be identified by reviewing misconduct codes for disciplinary referrals to the principals and other administrators and identifying the most prolific offenders engaging in person-to-person offenses (e.g., weapons, assault, fighting, harassment, intimidation, blackmail, robbery, verbal abuse, and arson). To accommodate the class size (~30), approximately thirty students from the "eligible" list describe above will be randomly selected to participate in the course (e.g., the treatment group), and thirty students will be randomly selected to serve as control subjects. Post-intervention record data will compare referral rates for disciplinary referrals between these two groups of randomly selected participants to determine if youth completing the ART curriculum have fewer disciplinary referrals than youth who were appropriate for ART, but did not receive it.

Expected Products and Timelines:

Expected products for this outcome evaluation are two reports: 1) a six-month evaluation; and 2) a one-year evaluation. The Byrne Grant program that is funding the Pasco High School programs described in this document mandates both evaluations. Again, these products are relatively short (no more than 3-4 pages) and are fairly general in nature (e.g., focusing on project operations, progress-to-date, evaluation methodology, and key findings). The six-month evaluation report is due in January of 2005 and the one-year report is due in June. In addition to these products, I have agreed with the grantor to produce a manuscript-length paper focusing on the more comprehensive goals of the interventions, the findings from the current and prior evaluations, descriptive as well as inferential statistics (e.g., time series analyses and/or survival curves), and a sense of what these interventions tell us about our capacity as social reformers to affect youth deviance. This is also a product that will be completed by June 2005.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 02-28-05 F/C 03-07-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Contract with Washington State University, Dr. Laurie Drapela	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 School/Probation Counselor Liaison project is funded with a Federal Byrne Grant, which requires an independent researcher/evaluator. The project places a probation counselor at Pasco High to teach Aggression Replacement Training and work with those youth at the School who are on probation and those youth who are at risk of being suspended or expelled due to inappropriate behavior and has been in place since 2001. Dr. Laurie A. Drapela a Washington State University Assistant Professor of Criminal Justice will analyze data for the express purpose of conducting an outcome evaluation of two interventions.

SUMMARY

The Research Agreement OGRD 103697 is for the period of November 1, 2004 through May 31, 2005. Funds for the outcome based research analysis have been incorporated into the Federal BYRNE grant.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Research Agreement between Benton-Franklin Counties Juvenile Justice Center and Washington State University, for the period of November 1, 2004 through May 31, 2005.

FISCAL IMPACT

The Grant specifies that we be reimbursed for services rendered and will pay the evaluator a total sum of \$5, 172.00.

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 Research Agreement OGRD # 103697 between Benton-Franklin Counties Juvenile Justice Center and Washington State University, for the period of November 1, 2004 through May 31, 2005.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

05 102

FRANKLIN COUNTY RESOLUTION NO.

2005 106

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDMENT TO AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND TEAMSTERS LOCAL 839 REPRESENTING THE BENTON-FRANKLIN COUNTIES JUVENILE DETENTION OFFICERS, and

WHEREAS, an agreement has been reached between the Teamsters Local 839 and the Commissioners of Benton and Franklin Counties, and

WHEREAS, both Benton and Franklin Counties Boards of County Commissioners have previously discussed and approved the significant terms of the amendment to the agreement, 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 Amendment to the Agreement as negotiated.

DATED this 28 day of February 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Clark L. Allen
Chairman of the Board
Max E. Bentley
Member
Don M. Bauman
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Carmie McKenzie
Clerk of the Board

DATED this 7 th day of ~~February~~ ^{MARCH} 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

ABSENT

Thomas Jackson
Chairman of the Board
Bob Koss
Chairman Pro Tem
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Withers
Clerk of the Board

05 102
2005 106

AMENDMENT TO AGREEMENT

Between

BENTON-FRANKLIN COUNTIES BOARDS OF COMMISSIONERS

And

TEAMSTERS LOCAL 839, REPRESENTING
THE BENTON-FRANKLIN COUNTIES
JUVENILE DETENTION OFFICERS

The Parties Collective Bargaining Agreement (CBA) in effect from January 1, 2004 through December 31, 2006 sets forth the following in Article 32.3,

"Notwithstanding, for the years 2005 and 2006, only two sections of this contract will be eligible to be opened for limited negotiations: Article 23. Insurance, § 23.2 and, Article 22, Wages §22.3. Opening dates will be no later than October 1, of each year. No other articles or sections of this Agreement are subject to negotiation until the dates specified in 32.2."

For 2005, the CBA is modified as follows:

1. Article 22, Wages §22.3, (p.20), is amended by adding the following paragraph:

"The Counties projects budget shortfalls for 2005. Therefore, there will be no general increases in the pay schedule from 2004 to 2005. The Benton County Board of Commissioners will determine whether there are limited funds available after the 2004 year-end close out which, under normal circumstances, will be determined by the end of April of 2005. If the Benton County Board of Commissioners determines there are limited funds available, Benton County may provide a one time payment less normal deductions in an amount to be determined by the Benton County Board of Commissioners which will be apart from any salary schedule and will not be added to the employees base pay. Neither will such payment be used to compute any other benefits set forth in the CBA. Should the Benton County Board of Commissioners schedule such a payment, Bi-County agency employees will receive the Benton County pro-rated contribution which is 73.1% of an individual one-time payment."

2. Article 23 – Medical Benefits, §23.1, (p. 24) is amended by replacing the first two paragraphs with the following:

"18.1 Benton County gives employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Benton County Board of Commissioners. Each employee must select one of each type plan, and Benton County will contribute the amount stated in paragraph 18.2 toward the employee's premium costs for the coverages selected. Employees may change their plan options annually during Benton County's Benefits Fair. All employees are required to participate in Benton County's designated life insurance plan. The Juvenile Justice Detention unit has elected to receive \$12,000 face value life insurance coverage."

"18.2 Effective January 1, 2005 Benton County will provide the United Employees Benefit Trust (UEBT) Plan A5 (Composite) and Group Health Options as the plans for medical and hospital

Benton County-Teamsters Local 839-Juvenile Detention Unit
Amendment Number 1 (2005) to 2004-2006 CBA

coverage available to all Benton County employees. Effective the last date signed below, Employer agrees to pay up to a maximum of Five Hundred and Eighty Five (\$585) dollars per month towards medical, dental, vision, and life insurance coverage. That amount will be applied to the coverage selected by each employee. If there is a balance remaining after premiums for the employee's coverage are paid, it may be applied toward his/her dependents health care insurance premium balance due. Any additional amounts above the Employer's contribution necessary to pay medical, dental and vision insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction."

3. No other language in the CBA is amended or intended to be changed or modified as a result of this agreement except as affected or modified by these changes.

4. This Agreement is effective the last date signed below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

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

By: [Signature] 2-25-05
Robert J. Hawks
Secretary/Treasurer

BENTON-FRANKLIN COUNTIES JUVENILE
JUSTICE CENTER, DETENTION DEPARTMENT

By: [Signature]
Chairman of the Board
Benton County Date: 2-28-05

By: [Signature]
Chairman of the Board (PRO-TEM)
Franklin County Date: 3/7/05

By: [Signature]
Presiding Superior Court Judge

By: [Signature]
Juvenile Court Administrator

REPRESENTED by:
[Signature]
David S. Broussard, Benton County
Deputy Prosecuting Attorney
[Signature]
Ryan Vernulp, Franklin County
Deputy Prosecuting Attorney

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 02-28-05 F/C 03-07-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Contract Amendment between BFJJC and Teamsters Local 839	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

The Benton-Franklin Counties Juvenile Justice Center (BFJJC), Detention Unit and the Teamsters Local 839 have a Collective Bargaining Agreement (CBA) effect from January 1, 2004 through December 31, 2006. The Agreement is being amended to address the provisions of the contract for wages and benefits that were open for negotiation for the current calendar year.

SUMMARY

Article 22 - Wages is amended to provide a one-time pro-rated contribution by Benton County to bargaining unit employees should the Benton County Board of Commissioners determine that funds are available to do so. Article 23 - Medical Benefits provides for the opportunity for bargaining unit employees to select UEBT or Group Health options as plans for medical and hospital coverage and for the Counties to pay a maximum of Five Hundred and Eighty-Five (\$585) dollars per month towards medical, dental, vision and life insurance coverage for bargaining unit employees covered by this agreement.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Amendment Agreement between the Benton-Franklin Counties Juvenile Justice Center and Teamsters Local 839.

FISCAL IMPACT

The amounts are included in Benton-Franklin Counties Juvenile Justice Center 2005 Budget.

MOTION

I move that the Board of Commissioners sign the Agreement Amendment between the Benton-Franklin Counties Juvenile Justice Center and Teamsters Local 839.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

05 114

FRANKLIN COUNTY RESOLUTION NO.

2005 107

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDMENT TO AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND AFSCME LOCAL 3892 REPRESENTING THE BENTON-FRANKLIN COUNTIES JUVENILE CLERICAL, and

WHEREAS, an agreement has been reached between the AFSCME Local 3892 and the Commissioners of Benton and Franklin Counties, and

WHEREAS, both Benton and Franklin Counties Boards of County Commissioners have previously discussed and approved the significant terms of the amendment to the agreement, 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 Amendment to the Agreement as negotiated.

DATED this 28 day of February 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Charles R. Sheri
Chairman of the Board

Mary E. Benitz
Member

Leo M. Bauema
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Camu McKenzie
Clerk of the Board

DATED this 4th MARCH day of ~~February~~ 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

ABSENT

[Signature]
Chairman of the Board

[Signature]
Chairman Pro Tem

[Signature]
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Withers
Clerk of the Board

2005 107

AMMENDMENT TO AGREEMENT

Between

BENTON AND FRANKLIN COUNTIES BOARDS OF COMMISSIONERS

and

LOCAL 3892, BENTON FRANKLIN JUVENILE CLERICAL,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

The Parties Collective Bargaining Agreement (CBA) in effect from January 1, 2004 through December 31, 2006 sets forth the following in Article 32.2,

"For the years 2005 and 2006, only two sections of this contract that will be eligible to be opened for limited negotiations: Article 18. Insurance, § 18.1; and Article 26 - Pay Plan Procedures and Salary Schedule, §26.3 Wages. Opening dates will be no later than October 1, of each year. No other articles or sections of this Agreement are subject to negotiation until the dates specified in 32.3."

For 2005, the CBA is amended as follows:

1. Article 26, Pay Plan Procedures and Salary Schedule §26.2, (p.29), is amended by adding the following paragraph:

26.2 "The Counties project budget shortfalls for 2005. Therefore, there will be no general increases in the pay schedule from 2004 to 2005. The Board of Benton County Commissioners will determine whether there are limited funds available after the 2004 year-end close out which, under normal circumstances, would be determined by the end of April of 2005. If the Benton County Board of Commissioners determines there are limited funds available, Benton County may provide a one-time payment less normal deductions in an amount to be determined by the Benton County Board of Commissioners which will be paid apart from any salary schedule and will not be added to the employees base pay. Neither will such payment be used to compute any other benefits set forth in the CBA."

2. Article 18, Insurance Benefits §18.1, (p. 24) is amended by replacing the first two paragraphs, and 18.2 is replaced as follows:

"18.1 Benton County gives employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one of each type plan, and Benton County will contribute the amount stated in paragraph 18.2. toward the employee's premium costs for the coverages selected. Employees may change their plan options annually during Benton County's Benefits Fair. All employees are required to participate in the County's designated life insurance plan. The Juvenile Justice Clerical Union has elected to have \$36,000 face value life insurance coverage."

"18.2 Effective January 1, 2005 Benton County will provide the United Employees Benefit Trust (UEBT) Plan A5 and Group Health Options as the plans for medical and hospital coverage available to all employees. Effective the last date signed below, Employer agrees to pay up to a maximum of Five Hundred and Eighty Five (\$585) dollars per month towards medical, dental, vision, and life insurance coverage. That amount will be applied to the coverage selected by each employee. If there is a balance remaining after premiums for the employee's coverage are paid, it may be applied toward his/her dependents health care insurance premium balance due, or to the employee's MSA/VEBA account. Any additional amounts above the Employer's

Juvenile Justice – AFSCME, Local 3892
2005 Amendment, Wages and Benefits

contribution necessary to pay medical, dental and vision insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction."

3. No other language in the CBA is amended or intended to be changed or modified as a result of this agreement except as affected or modified by these changes.

4. This Agreement is effective the last date signed below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

WSCCCE, Council 2
Local 3892

By:

Alpha O'Laughlin

Alpha O'Laughlin
Area Representative

BENTON-FRANKLIN COUNTIES JUVENILE
JUSTICE CENTER, DETENTION DEPARTMENT

By:

Claude L. Chai

Chairman of the Board
Benton County

Date: 2-28-05

By:

David S. Broussard
Chairman of the Board (PRO-TEM)
Franklin County

Date: 3/7/05

By:

Robert S. Smith

Presiding Superior Court Judge

By:

John A. Parks

Juvenile Court Administrator

REPRESENTED by:

David S. Broussard

David S. Broussard, Benton County
Deputy Prosecuting Attorney

Ryan Verhulst

Ryan Verhulst, Franklin County
Deputy Prosecuting Attorney

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 02-28-05 F/C 03-07-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Contract Amendment between BFJJC and AFSCME Local 3892	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

The Benton-Franklin Counties Juvenile Justice Center (BFJJC), Detention Unit and the AFSCME Local 3892 have a Collective Bargaining Agreement (CBA) effect from January 1, 2004 through December 31, 2006. The Agreement is being amended to address the provisions of the contract for wages and benefits that were open for negotiation for the current calendar year.

SUMMARY

Article 26 - Pay Plan Procedures and Salary Schedule is amended to provide a one-time pro-rated contribution by Benton County to bargaining unit employees should the Benton County Board of Commissioners determine that funds are available to do so. Article 18 - Insurance Benefits provides for the opportunity for bargaining unit employees to select UEBT or Group Health options as plans for medical and hospital coverage and for the Counties to pay a maximum of Five Hundred and Eighty-Five (\$585) dollars per month towards medical, dental, vision and life insurance coverage for bargaining unit employees covered by this agreement.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Amendment Agreement between the Benton-Franklin Counties Juvenile Justice Center and AFSCME Local 3892.

FISCAL IMPACT

The amounts are included in Benton-Franklin Counties Juvenile Justice Center 2005 Budget.

MOTION

I move that the Board of Commissioners sign the Agreement Amendment between the Benton-Franklin Counties Juvenile Justice Center and AFSCME Local 3892.



EXHIBIT 4

March 7, 2005

GREATER PASCO AREA CHAMBER OF COMMERCE

"A Community In Concert"

(509) 547-9755 • fax (509) 547-9756

2705 Saint Andrews Loop Suite C

Pasco WA 99301-3378

INVOICE

To: FRANKLIN COUNTY COMMISSIONERS
1016 N 4TH AVE
PASCO, WA 99301

RECEIVED

MAR 02 2005

FRANKLIN COUNTY
COMMISSIONER

Date: February 28, 2005

Billing #: 050228-02

Client #: FCC_0001

Page: 1

Description of Service	Charge / Fee
NEW MEMBER INITIATION FEE	\$50.00
GENERAL MEMBERSHIP DUES NEW	\$175.00

Note:
THANK YOU.

Total Amount: \$225.00

VOLUNTARY TRANSFER OF ANNUAL LEAVE REQUEST FORM

Dear Board of County Commissioners:

As per Resolution 2001-246 dated June 11, 2001

I am requesting a portion of my annual leave be transferred as detailed below:

Transferee: Laura Dampman

Department: Corrections

Amount of Hours: 24

KAREN CLEMENTS
Printed Name of Transferor

Karen Clements
Signature of Transferor

03-03-05
Date Signed

Department: Corrections

RECEIVED
MAR 03 2005
FRANKLIN COUNTY
HUMAN RESOURCES

I attest that all accrued paid leave (annual, sick leave, compensatory, etc...) for
Laura Dampman has been exhausted.
Name of Transferee

L. Long
Elected Official / Department Head

Date Approved: 3-7-2005

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
ABSENT

Chairman

[Signature]
Member

[Signature]
Member

Attest:
Mary Withers
Clerk of the Board

VOLUNTARY TRANSFER OF ANNUAL LEAVE REQUEST FORM

Dear Board of County Commissioners:

As per Resolution 2001-246 dated June 11, 2001

I am requesting a portion of my annual leave be transferred as detailed below:

Transferee: Laura Dampman

Department: Corrections

Amount of Hours: 16

Sandra Schroeder
Printed Name of Transferor

Sandra Schroeder
Signature of Transferor

3/3/05
Date Signed

Department: Corrections

RECEIVED
MAR 03 2005
FRANKLIN COUNTY
HUMAN RESOURCES

I attest that all accrued paid leave (annual, sick leave, compensatory, etc...) for
Laura Dampman has been exhausted.
Name of Transferee

H. Long
Elected Official / Department Head

Date Approved: 3-7-2005

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
ABSENT

Chairman

[Signature]
Member

Member

[Signature]
Member

Attest:

Mary Withers
Clerk of the Board

VOLUNTARY TRANSFER OF ANNUAL LEAVE REQUEST FORM

Dear Board of County Commissioners:

As per Resolution 2001-246 dated June 11, 2001

I am requesting a portion of my annual leave be transferred as detailed below:

Transferee: Laura Dampman

Department: Corrections

Amount of Hours: 40

Lori Schmidt
Printed Name of Transferor

Lori Schmidt
Signature of Transferor

3-3-05
Date Signed

Department: Jail

RECEIVED
MAR 03 2005
FRANKLIN COUNTY
HUMAN RESOURCES

I attest that all accrued paid leave (annual, sick leave, compensatory, etc...) for
Laura Dampman has been exhausted.
Name of Transferee

[Signature]
Elected Official / Department Head

Date Approved: 3-7-2005

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman

[Signature]
Member

Member

[Signature]
Member

Attest:
Mary Withers
Clerk of the Board

VOLUNTARY TRANSFER OF ANNUAL LEAVE REQUEST FORM

Dear Board of County Commissioners:

As per Resolution 2001-246 dated June 11, 2001

I am requesting a portion of my annual leave be transferred as detailed below:

Transferee: Laura Dampman

Department: Corrections

Amount of Hours: 8

Alma Winklesky
Printed Name of Transferor

Alma Winklesky
Signature of Transferor

3-3-05
Date Signed

Department: Corrections

RECEIVED
MAR 03 2005
FRANKLIN COUNTY
HUMAN RESOURCES

I attest that all accrued paid leave (annual, sick leave, compensatory, etc...) for
Laura Dampman has been exhausted.
Name of Transferee

L Long
Elected Official / Department Head

Date Approved: 3-7-2005

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman
[Signature]
Member

[Signature]
Member

Attest:
Mary Withers
Clerk of the Board

VOLUNTARY TRANSFER OF ANNUAL LEAVE REQUEST FORM

Dear Board of County Commissioners:

As per Resolution 2001-246 dated June 11, 2001
I am requesting a portion of my annual leave be transferred as detailed below:

Transferee: Laura Dampman

Department: Corrections

Amount of Hours: 16

Richard Long
Printed Name of Transferor

[Signature]
Signature of Transferor

3-3-05
Date Signed

Department: Correction

RECEIVED
MAR 03 2005
FRANKLIN COUNTY
HUMAN RESOURCES

I attest that all accrued paid leave (annual, sick leave, compensatory, etc...) for
Laura Dampman has been exhausted.
Name of Transferee

[Signature]
Elected Official / Department Head

Date Approved: 3-7-2005

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman

[Signature]
Member

Member

[Signature]
Member

Attest:
Mary Withers
Clerk of the Board

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$240,991.46 ON THIS 7TH DAY OF MARCH 2005.

COUNTY ROAD FUND

15000

150 000 001 540 00

ABSENT

Board Member

Board Member

Board Member

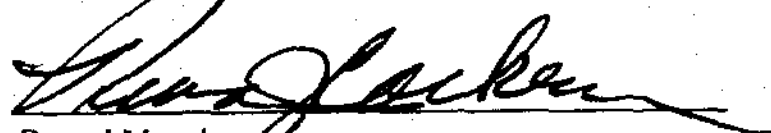
Voucher #	Claimant	Purpose	Amount
	AMERIGAS	propane	694.55
	AVISTA UTILITIES	monthly service	600.87
	BIG BEND ELECTRIC COOP	monthly service	296.30
	CAMPBELL & CO.	maintenance agreement	519.84
	CENTRAL PRE-MIX CONCRETE	round rock	368.53
	CENTRAL HOSE & FITTINGS, INC.	fitting for jackhammer	4.97
	CENTRYTEL	monthly service	37.05
	CITY OF PASCO	monthly service	150.77
	COLUMBIA GRAIN & FEED	mix/saw/sharpen chain	46.05
	CONNELL GRANGE SUPPLY	bolts & washers	44.09
	EVERGREEN SAFETY COUNCIL	recertification	220.00
	FASTENERS, INC.	nuts & washers	296.33
	FRANKLIN CO PRINTSHOP	phone books/time cards	157.93
	FRANKLIN CO ENGINEERS	reimbursement	196.96
	FRANKLIN CO TREASURER	real estate tax	19.78
	FRANKLIN CO COMMISSIONERS	reimbursement for assessment	4500.00
	FRANKLIN CO GRAPHIC	advertisement	138.00
	FRANKLIN CO INFO SERVICES	scan charges/pager service/backup phone	1353.37
	FRANCOTYP-POSTALIA, INC.	rental agreement T-1000 meter & scale	107.22
	HARBOR FREIGHT TOOLS	misc. tools	57.83
	HUSK OFFICE SUPPLIES	ink cartridge/binder clips/projscreen	294.18
	J-U-B ENGINEERS	professional services	3447.13
	CD'A METALS	pipe	9.75
	LAND SURVEYOR'S ASSOC.	reference manual	141.44
	NORTHWEST BUSINESS STAMPS	stamps	214.07
	NWPMA	spring conference	50.00
	WASHINGTON TRUST BANK	retainage	7004.08
	ZEP MANUFACTURING CO.	air santizer	135.46
	MVPW EQUIPMENT RENT-ER	equipment rental	44336.18
	MVPW EQUIPMENT RENT-PITS	rock supply for Feb 05	5461.40
	NEXTEL COMMUNICATIONS	monthly service	263.30
	OXARC, INC.	ear plugs/safety glasses	36.39
	PORT OF PASCO	rent on bldg and land	3184.64
	RANCH & HOME	steel snow pusher	64.96
	ROTSCHY, INC.	pay est#2/CRP555, retainage	27872.23

VOUCHER APPROVAL

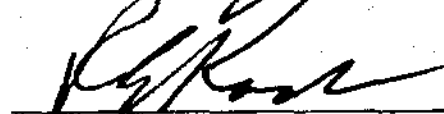
WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$891.47 ON THIS 7TH DAY OF MARCH 2005.

ABSENT

Board Member



Board Member



Board Member

SOLID WASTE FUND
152 001 001
539 10

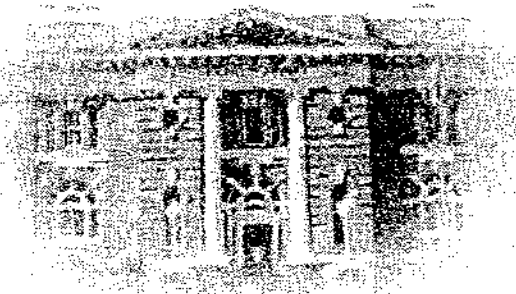
Voucher #	Claimant	Purpose	Amount
	BRUTZMAN'S INC.	printer ink cartridge	140.75
	BOWHEAD MANUFACTURING CO.	safety packs	750.72

March 7, 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

March 7, 2005

Mr. Duane Davidson, Benton County Treasurer
PO Box 630
Prosser, WA 99350

Re: **Invoices for Juvenile Operations and Facility Budget**

Dear Duane:

Thank you for your efforts in submitting invoices to Franklin County for the Juvenile Operations and Facility Budget. Although all invoices are usually sent in a timely manner, January's invoice (including the end of the year adjustment) was received at the same time as the February and March invoices.

As payment is due on or by the 5th working day of each month, according to the Joint Resolution, we respectfully request that future end of the year adjustments be accounted for in the March invoice. This would allow the Benton County Treasurer's Office sufficient time to compile accurate cost adjustments, thus allowing timely submittal of the January and February invoices.

Payment in the amount of \$291,447.50 for the January, February and March invoices has been processed and is forthcoming.

We look forward to hearing from you regarding our request.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: Benton County Commissioners
David Sparks

JJC Director Sharon Paradis
File/LB

March 7, 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

March 7, 2005

Lori Nesmith, Program Administrator
Juvenile Accountability Block Grant
P.O. Box 45720
Olympia, WA 98504

Re: JABG Distribution

Dear Ms. Nesmith:

We have been notified that Franklin County will not be receiving a JABG distribution for the 2004 Federal fiscal year because Benton County will receive a qualifying distribution of \$10,528. In a letter dated January 28, 2005, from Harris Haertel, Co-Chair of the Washington State Law and Justice Advisory Council (WSLJAC), the proposed option for distribution of the undesignated JABG funds was as follows:

"The total number of counties who received allocations in FFY 2003 (22) would receive \$10,000 allocations."

It is our understanding the WSLJAC voted to distribute funds according to the above-proposed option. As you are aware, Franklin County did receive an individual allocation in 2003, not included in that received by Benton County. Franklin and Benton Counties have a joint judicial district and support a joint juvenile court but the two counties are separate and distinct jurisdictions. It was, therefore, our understanding that Franklin County would receive a \$10,000 minimum distribution based on the WSLJAC decision, irrespective of any JABG allocation received by Benton County.

Lori Nesmith, Program Administrator
March 7, 2005
Page Two

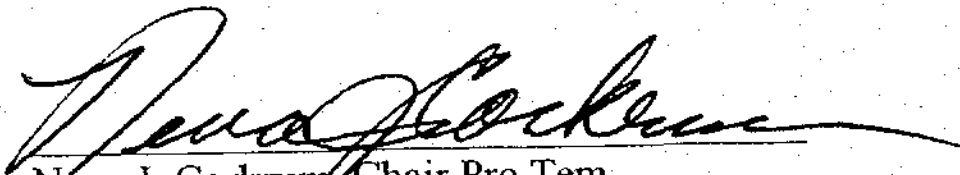
We would appreciate your review of the JABG distribution to Franklin County as it appears that the decision not to allocate funds to Franklin County was an oversight and inconsistent with the WSLJAC decision.

Sincerely,

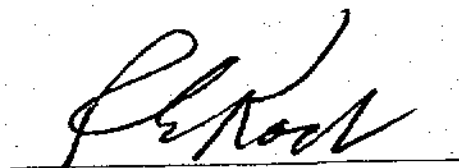
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

cc: Cheryl Stephani
Sharon Paradis, Director of Juvenile Justice Center
File/LB

ATTACHMENT B - BUDGET
OGRD # 102303
(See Articles 3 & 6)

Salaries and Wages	\$3,673.00
Fringe Benefits	\$1,029.00
Travel	\$
Supplies/Services	\$
Equipment	\$
Subcontracts	\$
Other Direct Costs	\$
Total Direct Costs	<u>\$4702.00</u>
Indirect Costs	\$ 470.00
Total Costs	<u>\$5,172.00</u>

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$49,206.91 ON THIS 7th DAY OF MARCH, 2005.

ABSENT**MV&PW EQUIPMENT FUND**

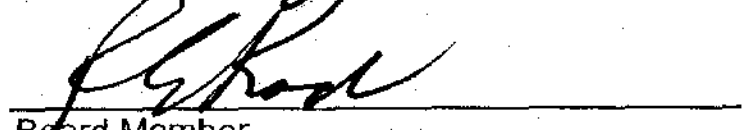
500 000 001

548.60

Board Member



Board Member



Board Member

Voucher #	Claimant	Purpose	Amount
	Applied Industrial Technologies	Seals, ball bearings	117.43
	Astley's Automotive Warehouse	Tape, poly loom, lamps, filters, brake booster	324.46
	Basin Disposal, Inc.	Monthly Service: 02/01/05-02/28/05	154.42
	Basin City Auto Parts	Fog lamp	6.45
	Builder's Hardware & Supply Co.	Keys	17.87
	Cat Tracks, Inc.	Sand at Camp Pit	11,681.14
	Central Hose & Fittings, Inc.	Hose and hose stem	824.63
	City of Pasco	Monthly Service: 01/06/05-02/10/05	38.77
	Clyde West	Speed plate, brake drums, wire harness, switch	1,881.62
	Critzer Equipment	Edges	9,835.56
	Franklin County Dispatch Center	Net proceeds of sale of 1972 Winnebago	577.07
	Franklin County Info. Services	SCAN Charges: 12/04 & 01/05	3.63
	Industrial Sharp	Chippers	79.71
	Industrial Support Co.	Hydraulic parts, aluminum gasket	845.97
	Leskovar	Pan assy.	23.31
	McCurley Chevrolet	Flange assy.	115.81
	Mount's Lock, Key & Engraving	Keys	10.83
	Mountain Oil, Inc.	Gasoline for Sheriff's vehicles	75.49
	Valley Fluid Recovery	55 gal. Antifreeze	134.75
	Nolan's Auto Body Shop	Repairs to ET-3012	2,334.80
	Novus Windshields	Repair windshields	93.14
	Pasco Machine Co., Inc.	Fabricate 2 arms, shaft and brackets	710.97
	Ranch & Home	Propane	16.98
	Six States Distributors	Seals, brake drums, brake air cans	389.56
	TIFCO Industries	Drill bits, washers, screws, trailer cable, wire	218.23
	Tri-City Paints True Value	NXT Car Wash	7.17
	United Laboratories	Water separator	489.74
	U.S. Linen	Monthly linen services	310.84
	Western Equipment Distributors	Hose, pulley, bearings, spacer, gauge, cap, v-belt	1,360.08
	Western Peterbilt, Inc.	Mount- Rubber Compression	28.35
	WHECO Power Fluid	Telescopic cylinders	3,435.82
	Wingfoot Commercial Tire, Inc.	Tires, mount, balance, valve stems, repair	1,650.24
	Wondrack Distributing	Leaded/Unleaded	11,078.04
	W.W. Grainger, Inc.	Air cylinders, 1/15 hp motor	253.67
	Zee Service Company	First aid supplies	80.36

Voucher #	Claimant	Purpose	Amount
	SECO CONSTRUCTION EQUIP.	spiral nails	1703.45
	STAR RENTALS & SALES	gas saw rental	86.64
	TOMMER CONSTRUCTION	pay est#2/CRP576/CRP577	133077.45
	TRAFFIC SAFETY SUPPLY CO.	road sign holders	2384.82
	U.S. LINEN	service	449.04
	U.S. POSTMASTER	postage for meter	500.00
	WESTERN STATES EQUIPMENT	backhoe rental	275.75
	ZUMAR INDUSTRIES, INC.	barricade lights	188.66