

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for August 1, 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; Fred Bowen, County Administrator; and Patricia Shults, Pro Tem Clerk to the Board. Bob Koch, Member, was absent to attend the American Public Transportation Association conference in Memphis, Tennessee.

OFFICE BUSINESS

Consent Agenda

Motion - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of **joint Resolution 2005-304** 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 Superior Court Adult Drug Court Program and Carol Latorre, LICSW, CDP, for a term commencing January 1, 2005 and terminating on September 30, 2006. (Exhibit 1)
2. Approval of **Resolution 2005-305** for a Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for the Workforce Investment Act (WIA) Title I-B In-School Youth Program Services in the amount of \$288,714, effective July 1, 2005 through June 30, 2006. (Exhibit 2)
3. Approval of **Resolution 2005-306** for a Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for the Workforce Investment Act (WIA) Title I-B Out-School Youth Program Services in the amount of \$288,714, effective July 1, 2005 through June 30, 2006. (Exhibit 3)
4. Approval of **Resolution 2005-307** for a Service Provider Contract between the Benton-Franklin Workforce Development Council and Employment Security Department for the Workforce Investment Act (WIA) Title I-B Dislocated Worker Program Services in the amount of \$513,898, effective July 1, 2005 through June 30, 2006. (Exhibit 4)
5. Approval of **Resolution 2005-308** for a Service Provider Contract between the Benton-Franklin Workforce Development Council and Columbia Industries for the Workforce Investment Act (WIA) Title I-B Adult Program Services in the amount of \$410,758, effective July 1, 2005 through June 30, 2006. (Exhibit 5)

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6. Approval of **Resolution 2005-309** for a Service Provider Contract between the Benton-Franklin Workforce Development Council and State of Washington Employment Security Department for the Workforce Investment Act (WIA) Title I-B Rapid Response Assistance Services in the amount of \$414,010, effective May 2, 2005 through June 30, 2006. (Exhibit 6)
7. Approval for the Franklin County Treasurer to cancel checks totaling \$913.90 as listed. (Exhibit 7)
8. Approval of **Resolution 2005-310** for the Software Maintenance Contract between Intergraph and Franklin County, Contract Number MO-0018141, Policy Number IMGS30405, effective June 1, 2005 through June 30, 2006, in the amount of \$18,929, plus tax, for a total of \$20,500.10, and authorizing the Chairman to sign said contract on behalf of the Board. (Exhibit 8)
9. Approval of **Resolution 2005-311** for the disposal of a gray, high-back chair, as identified on the *Franklin County Storage – Salvage* form received from the Franklin County Planning & Building Department. (Exhibit 9)

Second by Mr. Brock. 2:0 vote in favor.

Energy Facility Site Evaluation Council

Motion – Mrs. Corkrum: I move for approval of submitting a letter to Michael Mills, Energy Facility Site Evaluation Council, supporting the Richland Public Facility District's request for funding. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 10)

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of County Road Fund payroll in the amount of \$66,682.43 and Motor Vehicle fund payroll in the amount of \$9,702.78 for pay period ending July 28, 2005. Second by Mr. Brock. 2:0 vote in favor.

Motion – Mrs. Corkrum: I move for approval of payment of the following vouchers/warrants: Miscellaneous Expense Grand Old 4th warrants 64 through 70 for \$47,123.91; Courthouse Renovation Fund warrants 351 through 352 for \$599,463.36; Election Equipment Revolving warrant 273 for \$349.00; Law Library warrants 946 through 948 for \$8,058.58; Franklin County Enhanced 911 warrants 1045 through 1052 for

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\$14,810.61; Current Expense warrants 46188 through 46200 for \$13,217.50; Current Expense warrants 46201 through 46229 for \$31,423.01; Current Expense warrants 46230 through 46257 for \$17,985.85; Boating Safety warrant 359 for 142.39; Sheriff's Narcotic Trust warrant 233 for \$180.00 and Jail Commissary warrants 2080 through 2085 for \$1,996.83; for a total amount of \$734,778.04. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 11)

JUVENILE JUSTICE CENTER

Juvenile Justice Center Administrator Sharon Paradis met with the Board
Civil Defense Panel Contract

Ms. Paradis provided the Board with a letter regarding the Washington State Office of Public Defense contracts with civil defense panel attorneys. (Exhibit 12) She stated the current civil defense panel contract attorneys have had "Indigent Defense Pilot Project" contracts with the Washington State Office of Public Defense for representation of parents in dependency cases. Joanne Moore, Office of Public Defense, wanted to get the contract attorneys additional money so they would be more full-time at juvenile court so they could concentrate their efforts for dependency parents. Juvenile's contracts with the attorneys said they would pay them at the same rate that the criminal panel attorneys get, unless they have a contract with Joanne Moore. If they have a contract with Joanne Moore, they would be paid \$488 less. In the event the pilot program goes away with the state, we would have to increase payments to the defense panel. The program has been in place for four years and works fine.

This last legislative session, Ms. Moore told the legislators they wanted to expand this pilot project because it has been successful. It's shortening time periods, decreasing continuances in court, and getting kids into more permanent placements as a result of this project. Ms. Moore stated she wanted additional money to do this state-wide. Ms. Paradis thought she asked for \$12 million dollars or \$14 million dollars. The legislature gave her \$6 million. Ms. Moore sent out requests for proposals to the counties, letting them know they could apply. When Ms. Paradis met with Ms. Moore,

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Ms. Moore stated she was not going to increase dollars to the pilot project. Ms. Paradis stated that was very difficult for her, because we were the ones that went through all the effort, all the documentation, and did all the work to make this a successful pilot project. Ms. Moore told her the legislation's focus was to get more counties on board, plus they didn't fully fund it as requested.

Ms. Paradis reiterated that something still needs to be given back to the Benton and Franklin Counties. Ms. Moore stated she would increase the amount of money she's paying to the defense panel attorneys, because one of their big complaints is that they are still doing at-risk youth and CHINS (children in need of services) and truancy petitions. Ms. Moore stated she would increase the dollars so they could take all of that and give it to another attorney. She would limit the number of parent cases and increase their dollars. And over and above that, she would essentially give back by increasing what is paid to the attorneys: \$500 per attorney. She would pay an additional \$1,700 to each of the four attorneys. Of that \$1,700, they will take \$1,200 and form a fifth contract, for that attorney to pick up the parent cases that are not covered under Ms. Moore's contracts, to pick up the bulk of the kids cases in dependency and to do all the at-risk youth, CHINS, and truancy cases.

Mr. Brock asked how long the money would be forthcoming. Ms. Paradis stated it is in the state's biennium for the next two years. If the money goes away, they will revert back to the way it was.

Ms. Paradis stated that Bonnita Zipperer gave up her contract, so Ms. Moore is giving them the opportunity to contract with a fifth attorney and pay some additional dollars to that attorney. Darin Campbell has offered to take that contract. He is willing to give up his private practice to do this full-time. He will receive \$4,771 a month for taking the contract full-time. He will also pick up additional money from a contract with Joanne Moore. Mr. Campbell felt that between the two contracts, that would be enough to cover his expenses.

Ms. Moore's contracts require each of the civil contract attorneys to have an office and a part-time secretary. Many of the contract attorneys have been working out

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of their home, but Ms. Moore said that didn't meet the needs of the clients. A full-time dependency attorney, gross, would receive about \$120,000 a year. So that is how much money for these attorneys Ms. Moore is making up, based on an anticipated full-time case load of 80. If they are representing less than 80, she's paying them pro-rated less than that. Ms. Moore's standard is 80 cases, \$120,000 a year, with the expectation of an office and a part-time secretary.

Ms. Paradis asked if she could take the \$4,800 a month savings and apply it to prosecutor, defense attorney, clerk and urinalysis, to keep juvenile drug court running at half capacity. In terms of pro tem costs, court time and internal staffing, with the recent layoffs they know they can't keep a juvenile drug court running at the 25 capacity they had. With internal modifications and readjusting case loads, they can maintain 10 to 12 kids in a juvenile drug court program. What she doesn't have in her budget is any ability to cover costs that the federal drug court grant paid for prosecutor (defense attorney, clerk or urinalysis testing). Benton County Sheriff's Office paid for a lot of their urinalysis testing, through a Meth grant. That is all going away.

Mr. Brock asked if she was requesting this for the balance of the year. She confirmed and stated she will propose it for next year's budget too.

Dennis Huston and Zona Lenhart joined the audience.

They are expecting this change to take place in September of this year. This is in anticipation of receiving federal dollars. The Board gave consensus approval for Ms. Paradis to proceed.

AUDITOR

Franklin County Auditor Zona Lenhart met with the Board.

License Plates

Ms. Lenhart showed the Board a binder for new personalized license plates that will be available in January 2006. The cost is about \$35 for the application and a \$20 fee thereafter. She thinks those fees will go up in January also.

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In the past money went for Paths and Trails but she doesn't know what the new money will go for. Mr. Brock suspects that will continue. Mrs. Corkrum stated they have a lot of paths and trails to complete, like the one in Kahlotus.

Elections

The grant for election management was approved, so they will not have to use their equipment revolving fund. Mr. Brock asked how much money the County would receive. Mr. Lenhart indicated \$125,000. He asked who was responsible for writing the grant. Ms. Lenhart stated Diana Killian and herself. Mr. Brock congratulated both of them.

Ms. Lenhart stated they would also be applying for the voter ballot tabulating system. They have so much set aside for the counties, based upon population, and that would amount to about \$250,000. It won't pay for the entire system. They will negotiate for the remainder of the balance to be paid out over a period of years. She will try to write the grant so they may be able to use some HAVA (Help America Vote Act) money, because of the ADA (American Disabilities Act) having to buy the ten required DREs (direct recording equipment). She hoping to piggyback on the American Disabilities Act to receive additional funds for an additional \$50,000.

Friday was the last day to file. Their computer network went down. She wants to preface that by saying how great those two new guys are they hired in the Information Services Department. She cannot tell the Board how wonderful the two new guys are. Mr. Brock stated he was pleased to hear that.

Ms. Lenhart said they are professional and fast. Neither one of them has spent more than an hour at a time in their office fixing problems. They had multiple problems Friday, which she later found out was a host problem for the network. They were down from 12:30 pm to 3:30 pm.

When the Elections software went down, they were not able to access candidate information for about an hour. It was very difficult because there were two city council filings during that time. If the candidates tell them what district they are in, they can

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always go to a map and check it. But it was not a comfortable position because you are trying to identify exactly how their name is on the list and have it register that way, as required by law.

Mrs. Corkrum asked if the problem was fixed. Ms. Lenhart said Information Services could not fix it because it was a hosting problem, outside the building.

Recording Department

The marriage computer program went down in Recording. They had seven marriage licenses on Friday. They copied the forms and did everything manually, but numbers couldn't be assigned.

Going back to the mid-'80s, they recorded 65 documents a day, but on Friday they recorded 168. Normally, a volume consists of 1,000 pages. In the old days, they would have a new volume every two weeks. They went through 1,000 pages on Friday, which is a lot of property transfers.

Miscellaneous

Mr. Brock mentioned that in addition to affordable housing fees, the Auditor's Office can also collect a \$10 homeless fee, which goes into a program/fund for the homeless.

Mrs. Corkrum asked if the County could contract or give it to the Union Gospel Mission. Mr. Brock said he attended a meeting and someone from CAC (Community Action Committee) will come in to talk to the Board.

Ms. Lenhart indicated Recording fees went from \$19 on Friday to \$32 today, for the first page.

Ms. Lenhart mentioned that budget packets were going out to all departments today.

Advisory Committee

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Mrs. Corkrum wanted to respond to Ms. Lenhart regarding the email she sent to the Human Resources Director regarding the Advisory Board and salaries. With the TRAC Manager's reorganization, the Board could have rubber-stamped everything he did, but they wanted the salaries to go through the Advisory Committee. In the long run it will save the County money.

United Way

Mr. Brock indicated Jean Ryckman told him that only 22% of County employees participated last year. The dollars were up but participation is down. Ms. Ryckman would like to have meetings with department heads to see how much they want to stress United Way.

PUBLIC WORKS

Dennis Huston, Public Works Director of Administration and Accounting, met with the Board.

Vouchers

Motion – Mrs. Corkrum: I move for approval of vouchers as listed: County Road in the amount of \$13,942.15, Motor Vehicle and Public Works Equipment Fund for \$20,432.89, Probation Work Crew for \$1,543.22 and Solid Waste for \$4,785.63. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 13)

WSU EXTENSION

WSU/Franklin County Extension Office Director Kay Hendrickson met with the Board.

County Publications

Ms. Hendrickson told the board that WSU made a major change. In the past, counties have either been pre-buy or on consignment. Franklin County has been on consignment, which means WSU sends them publications, they sell them, and send all the money to them. Now they want all the counties to be pre-buy as of July 1, 2005.

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This means their office will now have to handle the money coming in and they are not set up to do that yet.

Ms. Hendrickson indicated she may have two options. She can set up an account at WSU or a county account. She will get all the specifics and come back to the Board, but in the meantime she would like to ask the Board's permission to have the office collect money from the publications and figure out later what to do with it.

Mr. Brock asked how much money she anticipated bringing in. She stated it depends. Mrs. Corkrum said most publications are twenty-five cents and some are a dime. Ms. Hendrickson agreed, the prices vary for each publication.

Mrs. Corkrum said they would need to have a supply, so the outpour might be on the heavy side and you may not get your return back for a couple of years.

Ms. Hendrickson indicated WSU said the publications in her office now are theirs and they don't need to pay for them.

Mrs. Corkrum suggested Ms. Hendrickson talk to the Treasurer and the Auditor.

Mr. Brock asked how much money she had dealt with at one time.

Ms. Hendrickson stated she gets \$20 to \$100 a week in publication fees. But she's never had any expense.

Mr. Bowen said she would need to have a public hearing to open the budget.

Mrs. Corkrum asked if it wouldn't be better to set up an account.

Ms. Hendrickson wanted permission to continue to collect money in a revolving fund, in order to keep the money in the County. Or she could send the money to Pullman, but the County would not see it again.

Mrs. Corkrum indicated she didn't know how the State Examiners would want them to keep track of sales. They may want her to have numbered receipts.

Ms. Hendrickson agreed. That is part of the whole procedure they need to develop.

Ms. Hendrickson asked if they should start receipting now, then once a week she can turn the money into the Treasurer. The Board agreed that she could proceed with the plan.

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Office Space

Ms. Hendrickson asked if WSU was staying in the Annex. People in the office are getting antsy with people coming in and taking pictures.

Mr. Bowen indicated they would move to the area where the Recording and Licensing Department is located currently. Eventually they would move to the Health Department Building, next to the Courthouse. Refurbishing needs to take place first. Mrs. Corkrum stated Information Services and the Coroner will also be in the Health Department Building. Ms. Hendrickson asked if the Board had an idea on how long it would be before they moved. The Board indicated less than a year.

Ms. Hendrickson indicated they will eventually need another office, as they are moving forward with hiring someone for the open position.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Criminal Justice Ballot Title

Mr. Bowen presented the Board with a draft resolution for the criminal justice ballot title. The Board had a concern with the wording for the ballot title, as it looked like the County and cities were allocating 70% for criminal justice and 30% to roads. Mr. Bowen indicated the county will allocate 100% percent of the county's revenue as indicated in the percentage.

The Board placed a conference call to Ryan Verhulp, Chief Civil Deputy Prosecuting Attorney, to discuss a possible change. Mr. Verhulp was not opposed to inserting the word "County's" after the percentage for criminal justice to show that was strictly the County's allocation of revenues collected. It will provide clarification and doesn't affect the word limits associated with the ballot title.

Motion – Mrs. Corkrum: I move for approval of Resolution 2005-303 in the subject matter of calling for an election on the levy of a County Sales and Use Tax for local criminal justice and roadway improvements. Second by Mr. Brock. 2:0 vote in favor.
(Exhibit 14)

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Chiawana Park Inventory

Mr. Bowen recommended transferring some of the equipment currently at Chiawana Park to TRAC. Said equipment owned by the Motor Vehicle Fund includes a utility trailer, 1999 Bush Hog rotary mower, 1988 Echo, 2001 Dayton generator, 1999 John Deere utility vehicle, 1996 John Deere tractor, 1997 Toro front-mount mower with blower and a 1995 Ford F250 pickup truck.

Mr. Brock asked, when we transfer it over to TRAC, what will be the City of Pasco's involvement in the value of the equipment. Mr. Bowen indicated some of the equipment was on rental return and he would like to look at keeping the equipment, if the county could afford it. The city would pick up their portion of payments.

The Board gave consensus to proceed.

Pasco High School Fund Raiser Poster

Mr. Bowen asked the Board if they were willing to support Pasco High in donating funds to buy advertisements or placing the Franklin County logo on their posters. Mr. Brock stated he didn't know if the county could sponsor the school. There are other schools in the county and he suggests the Board be cautious. He suggested the county doesn't need advertisement but TRAC could possibly advertise. Mr. Bowen will talk to Mr. Woody.

Courthouse Restoration

Mr. Bowen didn't understand the days of delay as well as he thought he did when he originally asked the Board to sign Change Order Number 9. The more he found out, the more he disagreed with Lydig's change order for 32 days of delay for paint removal, which adds up to about \$46,000. He would like the Board to rescind the resolution.

Motion – Mrs. Corkrum: I move for approval of rescinding Resolution 2005-301 for Change Order Number 9. Second by Mr. Brock. 2:0 vote in favor. This is Resolution 2005-312. (Exhibit 15)

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Courthouse Grand Opening

Mr. Bowen was talking to Dave Goldsmith last week. They were talking about doing some kind of a grand opening for the courthouse, sending invitations to county commissioners and having an opening ceremony, serving cake and punch. He wondered how the County would pay for it. Mr. Goldsmith, from Jefferson County, stated they contracted through the Historical Society to put on the reception. Mr. Brock said he would fully support that. Mrs. Corkrum said the Historical Society members also conducted tours.

Mrs. Corkrum asked Mr. Bowen to discuss the issue with Jackie Sonderman at the Historical Museum and to also give Ann Hayden heads-up.

Flat Panel Monitor

Mr. Bowen indicated their executive secretary is in need of a flat panel monitor to alleviate eye strain, per her eye doctor's recommendation. The cost is \$420 and Information Services indicated they have funds available.

Motion – Mrs. Corkrum: I move for approval of purchasing a flat panel monitor for the Commissioners Executive Secretary, to be paid from the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) at a cost not to exceed \$420. Second by Mr. Brock. 2:0 vote in favor. This is Resolution 2005-313.
(Exhibit 16)

Water Rights

Mrs. Corkrum indicated she read Stan Strebel's letter from City of Pasco regarding the city's proposition about the water issue at TRAC. She is not totally satisfied with the city's proposition. Mr. Brock agreed, he is not satisfied with giving up the water rights. Mr. Bowen explained that he was looking out for the county. He looked at the cost to repair the well. The cost will be \$150,000. You can buy a lot of water for that price.

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Mrs. Corkrum stated that once the contract expires, the city would be in control and they could charge the county anything they wanted. Mr. Bowen stated that as long as TRAC is functioning, the county would get 100% of the water they needed five months of the year. Mrs. Corkrum indicated the weather is nice long before the water is turned on and long after.

Mr. Bowen stated every irrigation company will turn the water on about the same time and turn it off the same time. Mrs. Corkrum stated she has the option of watering with city water until the irrigation water is turned on. Mr. Bowen agreed. Wouldn't we have the same right to do that at TRAC? Mr. Bowen indicated no. The well's pump needs to maintain 2,000 gallons a minute or it won't fire up.

Mrs. Corkrum stated it would be worth spending \$100,000 to get the well drilled and functioning, to have insurance the county will have water whenever needed. Mr. Brock stated he is reluctant to give up the county's water rights.

Mr. Bowen reiterated he could buy a lot of water for \$150,000 and let somebody else take care of the maintenance.

The Board would like to repair the well instead of turning the water rights over to the city.

Mr. Bowen indicated he reminded Gary Crutchfield that the contract between the city and county ends in six years. The city may decide to continue to contract with the county. Mr. Bowen suggesting transforming the portable into a courtroom, as that may become a piece of property the county could lease to the city. Cities are now starting to contract with District Courts and getting rid of Municipal Courts.

Mrs. Corkrum suggested the county designate the portable courtroom for Municipal Court, freeing up the two small courtrooms in the Public Safety Building. They could have their offices in the City Hall building. With the courtroom in proximity of the jail, that would work out better for them.

Mrs. Corkrum asked Mr. Bowen what he thought the cost would be to remodel the portable. Mr. Bowen indicated \$70,000 - \$100,000. But it would cost \$65,000 just to

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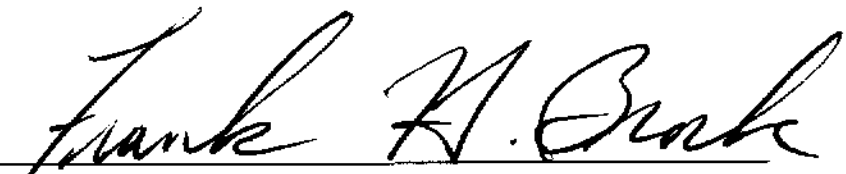
move it, which does not include the cost of setting it up someplace else. If the county keeps it, the county would have to stucco the front to make it a permanent fixture.

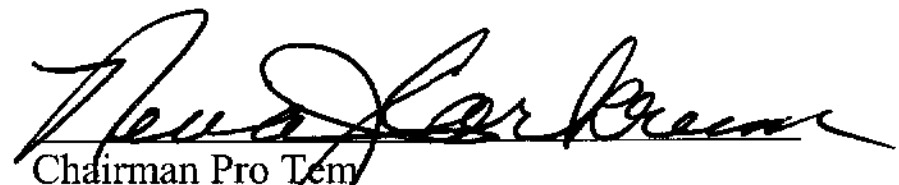
Adjourned at 11:05 a.m.

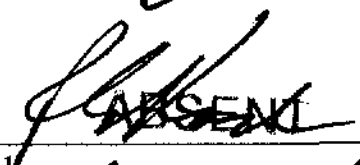
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There being no further business, the Franklin County Board of Commissioners
meeting was adjourned until August 3, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member *be read*

Attest:

Clerk to the Board

Approved and signed August 17, 2005.

JOINT RESOLUTIONBENTON COUNTY RESOLUTION NO. 05 467FRANKLIN COUNTY RESOLUTION NO. 2005 304

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 SUPERIOR COURT ADULT DRUG COURT
PROGRAM AND CAROL LATORRE, LICSW, CDP, and

WHEREAS, Benton and Franklin Counties Superior Court, believes it
is in the best interest of the Benton-Franklin Counties Superior
Court Adult Drug Court program that the Fee for Service Agreement
between Carol Latorre and the Benton-Franklin Counties Superior
Court Drug Court program be approved as presented for a term
commencing January 1, 2005 and terminating on September 30, 2006,
NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County
Commissioners, CLAUDE OLIVER, and the Chairman of the Board of
Franklin County Commissioners, FRANK BROCK be and they hereby are
authorized to sign, on behalf of their respective county, the Fee
for Service Agreements between the Benton-Franklin Superior Court
and Ms. Carol Latorre, outlined above.

ORIGINAL

BENTON COUNTY APPROVAL

05 467

2005 304

DATED at Prosser, Washington, this 25 day of July, 2005.

Clark L. Allen
Chairman

ATTEST:

Max E. Benitz
Member

Carrie McKenzie
Clerk of the Board

Leo M. Bowman
Member

Constituting the Board of County
Commissioners for Benton County,
Washington

FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 1ST day of AUG., 2005.

Frank A. Sink
Chairman

ATTEST:

Dee Kerkrum
Member CHAIR PRO TEM

Dee Skelton
Clerk of the Board

ABSENT

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

2005 304

**PERSONAL SERVICES CONTRACT
BETWEEN BENTON/FRANKLIN COUNTIES ADULT DRUG COURT
AND CAROL LATORRE, LICSW, CDP**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Superior Court, a bicounty agency located at 7122 W. Okanogan PL, Kennewick, WA 99336, (hereinafter referred to as "COUNTIES"), and Carol Latorre, LICSW, CDP, with her principal office at 303 Bradley BLVD STE 104, Richland, WA, 99352 (hereinafter referred to as "CONTRACTOR").

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

1. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR will provide Mental Health Evaluations and Treatment Services for adults, over the age of 18, enrolled in and referred by the Benton-Franklin Adult Drug Court.
- b. 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.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- e. 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.

2. **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: **Ms. Carol Latorre, LICSW, CDP**
 303 Bradley BLVD STE 104
 Richland, WA 99352
- b. For COUNTIES: **The Honorable Dennis Yule**
 Superior Court Judge, Adult Drug Ct.
 Benton/Franklin Counties Superior Ct.
 7122 W. Okanogan Pl
 Kennewick, WA 99336

3. **COMPENSATION**

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

- a. The COUNTIES shall compensate the CONTRACTOR as fees and not as salary for Mental Health assessments, evaluation and treatment services provided at up to the amount of \$ 60.00 per hour less that amount which may be reimbursed by private insurance for participants enrolled in and referred by the Benton-Franklin Counties Adult Drug Court.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed \$12,000.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may 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.

- e. 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.
- f. 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.
- g. 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.

4. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2005 through September 30, 2006. 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.

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 CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to

the COUNTIES, its officers, officials, employees or agents.

- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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 Benton 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:
 - a. Risk Manager
Benton County Personnel Office
7320 W. Quinault Avenue
Kennewick, WA 99336
 - b. Administrator
Benton-Franklin Counties Superior Court
7122 W. Okanogan
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, and 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 COUNTY.

- 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

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

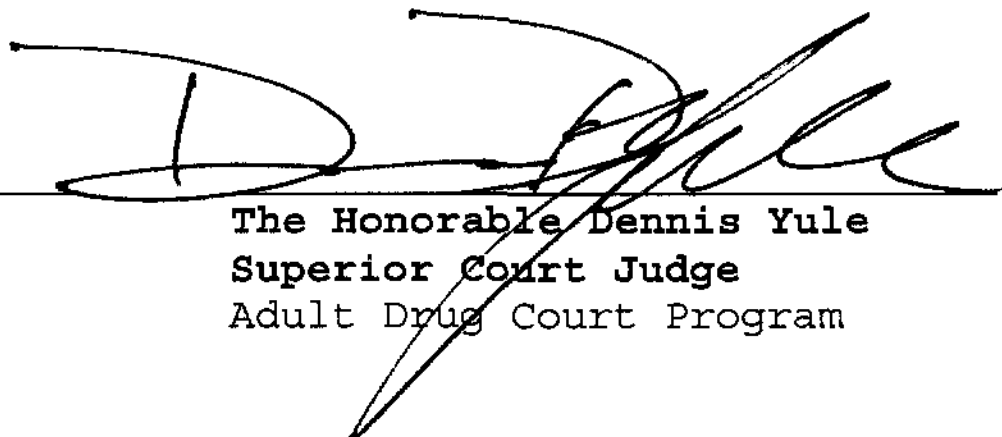
The parties have caused this Agreement to be signed as follows:

Ms. Carol Latorre, LICSW, CDP

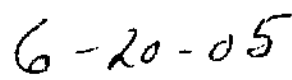
BENTON/FRANKLIN COUNTIES
Superior Court



Carol Latorre



The Honorable Dennis Yule
Superior Court Judge
Adult Drug Court Program



DATE

DATE

BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

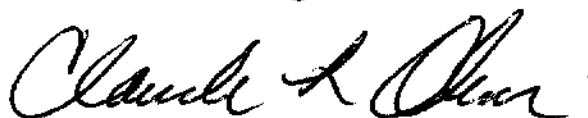


Cassandra Noble, Senior Deputy Prosecuting Attorney
Benton County

5/25/5

Date

DATED at Prosser, Washington, this 25 day of July, 2005.



Chairman


ATTEST:



Clerk of the Board

FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:



, Chief Civil Deputy Prosecutor, Ryan Vermaut
Franklin County

06.09.05

DATED at Pasco, Washington, this 1ST day of AUGUST, 2005.



Chairman

ATTEST:



Clerk of the Board

August 1, 2005

FRANKLIN COUNTY RESOLUTION NO. 2005 305

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for the In-School Youth Program Services in the amount of \$288,714.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and,

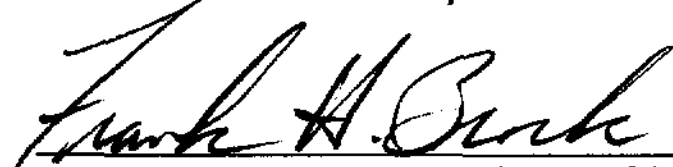
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract as being in the best interests of the citizens of Franklin County;

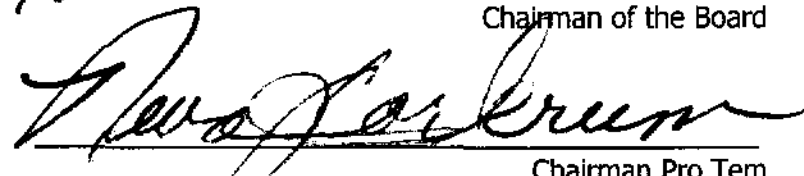
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA#17.259) between the Benton-Franklin Workforce development Council and Career Path Services for the WIA Title I-B In-School Youth Program Services in the amount of \$288,714.00 effective July 1, 2005 through June 30, 2006.

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 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board


Chairman Pro Tem

ABSENT

Member

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest:


Clerk of the Board

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.259**

2005 305

1. **PARTIES.** This contract is between **Career Path Services**, hereinafter referred to as the "Contractor", and the Benton-Franklin Workforce Development Council, Inc., hereinafter referred to as the "WDC".

2. **EXHIBITS.** This contract consists of this page and the exhibits listed below.

Exhibit A.....General Terms and Conditions
Exhibit B.....Statement of Work
Exhibit C.....Budget

3. **TERM.** The period of performance of this Contract shall commence on July 1, 2005, regardless of the date of execution, and be completed on June 30, 2006, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due under paragraph 4 below or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

4. **FUND LEVELS.** Payments to the Contractor by the WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B In-School Youth Program..... \$288,714.00

5. **SIGNATURES.** This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE WDC

Michael M. Mann 6/22/05
Executive Director Date

FOR THE CONTRACTOR

Will J. Jacobson 8-16-05
Signature Date
Executive Director
Title

Received & Reviewed:

Charles R. Allen 6/27/05
Chairman, Benton Co. Commissioners Date

Frank H. Burke 8/1/05
Chairman Franklin Co. Commissioners Date

Approved as to form:

Ryan Brown 6/20/05
Benton Co. Deputy Prosecuting Attorney Date

B. U. B. 07.26.2005
Franklin Co. Deputy Prosecuting Attorney Date

Complete document filed with Auditor

August 1, 2005

FRANKLIN COUNTY RESOLUTION NO. 2005 306

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for the Out-of-School Youth Program Services in the amount of \$288,714.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and,

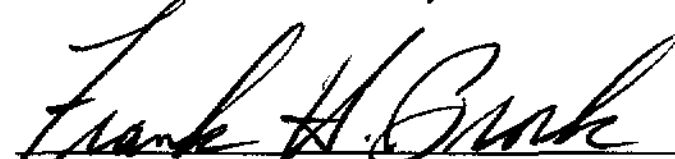
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract as being in the best interests of the citizens of Franklin County;


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA#17.259) between the Benton-Franklin Workforce development Council and Career Path Services for the WIA Title I-B Out-of-School Youth Program Services in the amount of \$288,714.00 effective July 1, 2005 through June 30, 2006.

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 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board



Chairman Pro Tem

ABSENT

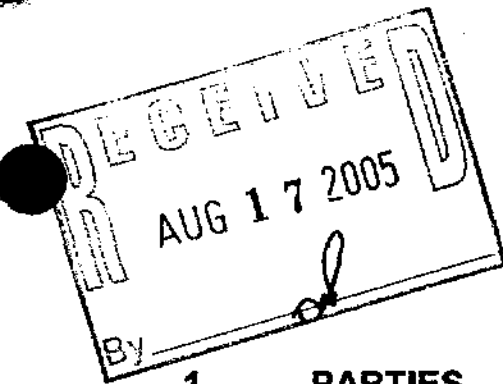
Member

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest:


Clerk of the Board

August 1, 2005



**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.259**

2005 306

1. **PARTIES.** This contract is between **Career Path Services**, hereinafter referred to as the "Contractor", and the Benton-Franklin Workforce Development Council, Inc., hereinafter referred to as the "WDC".

2. **EXHIBITS.** This contract consists of this page and the exhibits listed below.

Exhibit A.....General Terms and Conditions
Exhibit B.....Statement of Work
Exhibit C.....Budget

3. **TERM.** The period of performance of this Contract shall commence on July 1, 2005, regardless of the date of execution, and be completed on June 30, 2006, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due under paragraph 4 below or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

4. **FUND LEVELS.** Payments to the Contractor by the WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B Out-of-School Youth Program..... \$288,714.00

5. **SIGNATURES.** This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE WDC

Michelle M Mann 6/22/05
Executive Director Date

FOR THE CONTRACTOR

William J. Archibald 8-16-05
Signature Date
Executive Director
Title

Received & Reviewed:

Claude L. Allen 6-27-05
Chairman, Benton Co. Commissioners Date

Frank H. Burk 8/1/05
Chairman Franklin Co. Commissioners Date

Approved as to form:

Ryan Brown 6/20/05
Benton Co. Deputy Prosecuting Attorney Date

Bob 07.26.2005
Franklin Co. Deputy Prosecuting Attorney Date

FRANKLIN COUNTY RESOLUTION NO. 2005 307

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and Employment Security Department for the Dislocated Worker Program Services in the amount of \$513,898.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and,

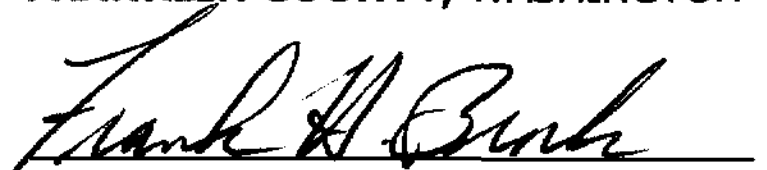
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract as being in the best interests of the citizens of Franklin County;

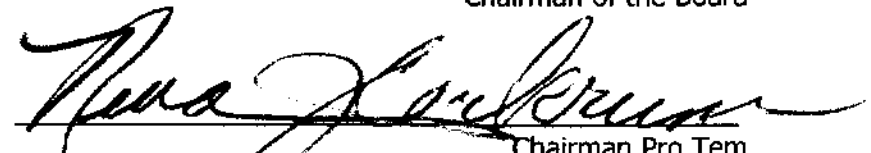
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA#17.260) between the Benton-Franklin Workforce development Council and Employment Security Department for the WIA Title I-B Dislocated Worker Program Services in the amount of \$513,898.00 effective July 1, 2005 through June 30, 2006.

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 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board


Chairman Pro Tem

ABSENT

Member

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest:


Clerk of the Board

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.260**

2005 307

1. **PARTIES.** This contract is between **Employment Security Department**, hereinafter referred to as the "Contractor", and the **Benton-Franklin Workforce Development Council, Inc.**, hereinafter referred to as the "WDC".

2. **EXHIBITS.** This contract consists of this page and the exhibits listed below.

Exhibit A.....General Terms and Conditions
Exhibit B.....Statement of Work
Exhibit C.....Budget

3. **TERM.** The period of performance of this Contract shall commence on July 1, 2005, regardless of the date of execution, and be completed on June 30, 2006, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due under paragraph 4 below or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

4. **FUND LEVELS.** Payments to the Contractor by the WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B Dislocated Worker Program..... \$513,898.00

5. **SIGNATURES.** This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE WDC

Murphy M. Mann 6/22/05
Executive Director Date

FOR THE CONTRACTOR

Ray Campbell 8-25-05
Signature Date
Area Administrator
Title

Received & Reviewed:

Claude R. Oliver 6/27/05
Chairman, Benton Co. Commissioners Date

Frank A. Burk 8/1/05
Chairman Franklin Co. Commissioners Date

Approved as to form:

Ryan Brown 6/20/05
Benton Co. Deputy Prosecuting Attorney Date

B. J. O'P 07.26.2005
Franklin Co. Deputy Prosecuting Attorney Date

Complete document filed with Auditor

Exhibit B
STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR DISLOCATED WORKERS

The One-Stop system is the basic delivery system for adult and dislocated worker services. Through this system, adults and dislocated workers can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services may include an initial assessment providing information about the individual's skill levels, aptitudes, interests; job search and placement assistance; and, supportive service needs. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed dislocated worker, the individual must have received a core service and be determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

The majority of WIA dislocated worker funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training, displaced homemakers, and persons with multiple barriers. Services to Dislocated and Incumbent workers will be coordinated with Worker Retraining services and the Job Skills Program to ensure funds are coordinated in a manner that maximizes the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs or to retain employment by upgrading skills. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Case Management Activities

The Contractor shall deliver case management services in a manner that supports WIA-IB dislocated worker services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of case management. Contractor staff shall perform the following critical work functions and key activities surrounding WIA case management activities, policies, and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consulting regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts (OJTs & Customized Employment); and assessment of job seeker inventories

- Maintaining and enhancing (staff) professional competencies

B. Follow-up & Retention Services

The Contractor will provide appropriate follow-up services for a minimum of 12 months following the first day of the employment for participants who are placed in unsubsidized employment. Contractor retention staff and/or case managers will coordinate with Business Services for job retention and wage progression, and act as a point of contact for employers for job retention issues.

C. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, establish Individual Training Accounts (ITA's) and access lists of eligible providers and programs of training. WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. Prior to any training service funded by WIA title I-B, the case management file must document the need and include an Individual Employment Strategy Plan (IESP).

D. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business and Marketing Services at WorkSource Columbia Basin to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations. Several trades apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual plan for training and employment.

E. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

F. Integrated WorkSource Services

The Contractor will deliver integrated WorkSource services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Council's Strategic Plan. The service delivery system is one in which job seeker customers are quickly assessed and moved forward in their job search; case managed job seekers are prepared to become "work ready"; and, business services and marketing activities serve the business customer and assist in matching qualified job seekers with job openings. The Contractor will support WSCB core services.

The Contractor is responsible for:

1. **Work Ready Preparation for Case Managed Customers to include some or all of the following activities and support:**

- Skill Assessments
- Appropriate Resumes
- Mock Interviews
- Desired Employment that Links to WorkKeys Result and/or Work Experience
- Standards for Servicing the Customer
- Job Seeker in Possession of "60 Second Commercial"

2. **Access and Resource Area Services**

The Contractor shall supplement access and resource staff, when assistance is requested, during peak customer periods and for special events such as job fairs.

G. Minimum Spending Levels

The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

H. Direct Participant Costs

Direct Participant Costs are those funds budgeted for direct participant training, intensive services i.e., comprehensive and specialized assessments of skill levels and service needs, development of an individual employment strategy plan, short-term prevocational services, etc., and supportive services i.e.,

transportation, housing, food, etc. A minimum of 55% of the total budgeted Direct Participant Costs shall be expended on participant intensive services and training.

I. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners, and the WDC.

J. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

K. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Adult performance measures for Year 2005/2006:

Federal Dislocated Worker Measures	
Entered Employment Rate	85.5%
Employment Retention Rate	89.8%
Earnings Replacement Rate	-\$3,004
Employment and Credential Rate	72.5%
State Dislocated Worker Measures	
Percent Attaining Credential	64.5%
Employment Rate	83.0%
Earnings	\$28,816
Participant Satisfaction	89.5%

L. Enrollments and Exits

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

Enrollments	2005 September	2005 December	2006 March	2006 June
Carry-ins	75	75	75	75
New Enrollments	45	105	155	195
Cumulative Total	120	180	230	270
Exits				
Carry-ins	30	40	52	75
New Enrollments	10	22	55	120
Cumulative Total	40	62	107	195

EXHIBIT C - BUDGET

CONTRACTOR: Employment Security Department
PROGRAM TITLE: WIA Dislocated Worker Program
PROGRAM YEAR: PY 2005/2006

EFFECTIVE DATE: July 1, 2005 - June 30, 2006

Budget Line Item	Total
Salaries & Benefits	\$ 328,269
Other Direct Costs	\$ 4,483
Direct Participant Costs	\$ 157,459
Indirect Costs	\$ 23,687
Total	\$ 513,898

August 1, 2005

FRANKLIN COUNTY RESOLUTION NO. 2005 308

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and Columbia Industries for the Adult Program Services in the amount of \$410,758.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and,

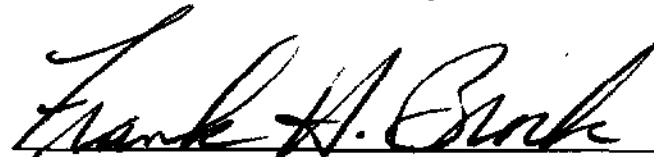
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract as being in the best interests of the citizens of Franklin County;

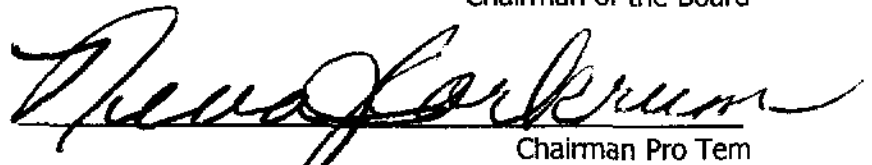
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA#17.258) between the Benton-Franklin Workforce development Council and Columbia Industries for the WIA Title I-B Adult Program Services in the amount of \$410,758.00 effective July 1, 2005 through June 30, 2006.

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 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board


Chairman Pro Tem

ABSENT

Member

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest:


Clerk of the Board

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.258**

2005 308

1. **PARTIES.** This contract is between **Columbia Industries**, hereinafter referred to as the "Contractor", and the **Benton-Franklin Workforce Development Council, Inc.**, hereinafter referred to as the "WDC".

2. **EXHIBITS.** This contract consists of this page and the exhibits listed below.

Exhibit A.....General Terms and Conditions
Exhibit B.....Statement of Work
Exhibit C.....Budget

3. **TERM.** The period of performance of this Contract shall commence on July 1, 2005, regardless of the date of execution, and be completed on June 30, 2006, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due under paragraph 4 below or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

4. **FUND LEVELS.** Payments to the Contractor by the WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B Adult Program..... \$410,758.00

5. **SIGNATURES.** This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE WDC

Michelle M Mann 6/24/05
Executive Director Date

FOR THE CONTRACTOR

[Signature] 8/1/05
Signature Date

CEO
Title

Received & Reviewed:

Charles R. Allen 6/27/05
Chairman Benton Co. Commissioners Date

Approved as to form:

Ryan Brown 6/20/05
Benton Co. Deputy Prosecuting Attorney Date

Frank A. Brink 8/1/05
Chairman Franklin Co. Commissioners Date

B. U. P. 07.26.2005
Franklin Co. Deputy Prosecuting Attorney Date

FRANKLIN COUNTY RESOLUTION NO. 2005 309

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and State of Washington Employment Security Dept. for Rapid Response Assistance Services in the amount of \$414,010.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and,

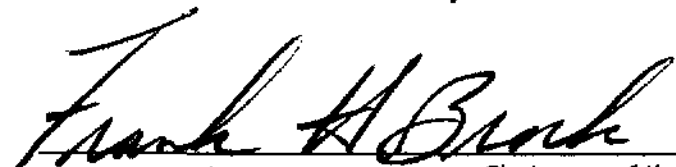
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract as being in the best interests of the citizens of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA#17.260) between the Benton-Franklin Workforce development Council and State of Washington Employment Security Dept. for the WIA Title I-B Rapid Response Assistance Services in the amount of \$414,010, effective May 2, 2005 through June 30, 2006.

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 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board


Chairman Pro Tem

ABSENT

Member

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest:


Clerk of the Board

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.260**

2005 309

1. **PARTIES.** This contract is between **Employment Security Department**, hereinafter referred to as the "Contractor", and the Benton-Franklin Workforce Development Council, Inc., hereinafter referred to as the "WDC".

2. **EXHIBITS.** This contract consists of this page and the exhibits listed below.

Exhibit A.....General Terms and Conditions
Exhibit B.....Statement of Work
Exhibit C.....Budget

3. **TERM.** The period of performance of this Contract shall commence on May 2, 2005, regardless of the date of execution, and be completed on June 30, 2006, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due under paragraph 4 below or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

4. **FUND LEVELS.** Payments to the Contractor by the WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B Rapid Response Assistance..... \$414,010.00

5. **SIGNATURES.** This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE WDC

Michele M Mann 6/22/05
Executive Director Date

FOR THE CONTRACTOR

[Signature] 8-25-05
Signature Date
Area Administrator
Title

Received & Reviewed:

Clark A. Oliver 6/27/05
Chairman, Benton Co. Commissioners Date

Approved as to form:

Ryan Brown 6/20/05
Benton Co. Deputy Prosecuting Attorney Date

Frank H. Brock 8/1/05
Chairman Franklin Co. Commissioners Date

[Signature] 07.26.2005
Franklin Co. Deputy Prosecuting Attorney Date

Complete document filed with Auditor

EXHIBIT 6
Exhibit B
STATEMENT OF WORK

August 1, 2005

DESCRIPTION OF WIA I-B SERVICES FOR RAPID RESPONSE ASSISTANCE

Under the Workforce Investment Act (WIA), the state reserves up to 25% of rapid response funds to carryout statewide rapid response activities. The reserved funds are used to ensure adequate rapid response additional assistance (RRAA) funds are available locally, and can be accessed quickly when needed by Workforce Development Councils (WDCs) for dislocation events. RRAA funds expended for dislocation events are event driven and can be used to support initial start-up costs, short-term staff costs, and direct services to participants. Participants enrolled in RRAA programs are considered dislocated workers in relation to federal and state performance measures. Dislocated workers affected by an event may receive only RRAA funded services or they may be co-enrolled in other dislocated worker, Trade Act Assistance, or National Emergency Grant programs.

Three large area employers, Bechtel, Fluor Hanford, and Energy Northwest have announced or anticipate announcing layoffs expected to total over 1900 workers. As a result of these large layoff events, the Benton-Franklin Workforce Development Area requested and has received RRAA funding from the state. These RRAA funds will be used to serve dislocated workers identified from the aforementioned employers and any other qualifying workers that the WDC agrees, in writing, are dislocated as a result these events.

The One-Stop system is the basic delivery system for adult and dislocated worker services. Through this system, adults and dislocated workers can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services may include an initial assessment providing information about the individual's skill levels, aptitudes, interests; job search and placement assistance; relocation assistance; and, supportive service needs. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed dislocated worker, the individual must have received a core service and be determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

The majority of WIA Rapid Response Assistance funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training and persons with multiple barriers. Services to dislocated workers will be coordinated with other funding sources in order to maximize the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Case Management Activities

The Contractor shall deliver case management services in a manner that supports WIA-IB dislocated worker services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of case management. Contractor staff shall perform the following critical work functions and key activities surrounding WIA case management activities, policies, and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consulting regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts; and assessment of job seeker inventories
- Maintaining and enhancing (staff) professional competencies

B. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, establish Individual Training Accounts (ITA's) and access lists of eligible providers and programs of training. Prior to any training service, the case management file must document the need and include an Individual Employment Strategy Plan (IESP).

C. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

D. Integrated WorkSource Services

The Contractor will deliver integrated WorkSource services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Council's Strategic Plan. The service delivery system is one in which job seeker customers are quickly assessed and moved forward in their job search; case managed job seekers are prepared to become "work ready"; and, business services and marketing activities serve the business customer and assist in matching qualified job seekers with job openings. The Contractor will support WSCB core services.

The Contractor is responsible for:

1. **Work Ready Preparation for Case Managed Customers to include some or all of the following activities and support:**
 - Skill Assessments
 - Appropriate Resumes
 - Mock Interviews
 - Desired Employment that Links to WorkKeys Result and/or Work Experience
 - Standards for Servicing the Customer
 - Job Seeker in Possession of "60 Second Commercial"

2. **Access and Resource Area Services**

The Contractor shall supplement access and resource staff, when assistance is requested, during peak customer periods and for special events such as job fairs.

E. Minimum Spending Levels

The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

F. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners, and the WDC.

I. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

G. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Adult performance measures for Year 2005/2006:

Federal Dislocated Worker Measures		
Entered Employment Rate	85.5%	
Employment Retention Rate	89.8%	
Earnings Replacement Rate	-\$3,004	
Employment and Credential Rate	72.5%	
State Dislocated Worker Measures		
Percent Attaining Credential	64.5%	
Employment Rate	83.0%	
Earnings	\$28,816	
Participant Satisfaction	89.5%	

H. Enrollments and Exits

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

Enrollments	2005	2005	2005	2006	2006
	June	September	December	March	June
Enrollments	150	250	550	550	550
Exits	0	6	40	200	550

I. Quarterly Spending Plan

The Contractor shall follow the quarterly spending plan providing monthly reporting that identifies progress toward meeting the quarterly spending targets.

Budget Line Item	May-Jun 2005	July-Sept 2005	Oct-Dec 2005	Jan-Mar 2006	Apr-Jun 2006
Salary & Benefits		\$ 52,497	\$ 104,994	\$ 157,491	\$ 210,257
Other Direct Costs		\$ 374	\$ 1,148	\$ 2,622	\$ 3,325
Direct Participant Costs		\$ 6,200	\$ 58,143	\$ 120,586	\$ 185,257
Indirect Costs		\$ 3,789	\$ 7,578	\$ 11,367	\$ 15,171
Cumulative Total		\$ 62,860	\$ 171,863	\$ 292,066	\$ 414,010

EXHIBIT C - BUDGET
RAPID RESPONSE ASSISTANCE

CONTRACTOR: Employment Security Department
PROGRAM TITLE: Rapid Response
CONTRACT YEAR: 5/02/05 - 6/30/06

Budget Line Item	Total
Salaries & Benefits	\$ 210,257
Other Direct Costs	\$ 3,325
Direct Participant Costs	\$ 185,257
Indirect Costs	\$ 15,171
Total	\$ 414,010



FRANKLIN COUNTY

Office of the Treasurer

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

Virginia "Jenny" Zacher
Treasurer

RECEIVED
FRANKLIN COUNTY COMMISSIONERS

JUL 9 2005

July 29, 2005

To: CURRENT EXPENSE

Re: 001-000-001
Outstanding Warrants

This is to advise you that according to R.C.W. 36.22.100 the following warrants drawn on this fund have not been redeemed and are due for cancellation. Please verify the outstanding warrants listed below and return a confirmation to me so that I may cancel these warrants from your fund.

<u>Warrant</u>	<u>Date</u>	<u>Amount</u>	<u>Issued To</u>
----------------	-------------	---------------	------------------

*ATTACHED PAGE HAS THE LISTED WARRANTS.

Thank You,



Becky
Assistant Accountant

AUTHORIZED BY:


Frank H. Brock, Chairman

August 1, 2005

WARRANT	DATE	AMOUNT	NAME
36089	10/8/2003	\$34.84	HISASHI INOUE
36090	10/8/2003	\$15.52	DARRELL JOBIN
36681	11/19/2003	\$16.90	SHAWANA GRIFFEN
36701	11/19/2003	\$10.69	ANA TORRES
36784	11/19/2003	\$12.07	CYNTHIA BETHMANN
36985	12/3/2003	\$15.11	PATRICIA GRUDZINSKI
37132	12/3/2003	\$16.90	PHYLLIS PARKER
37215	12/17/2003	\$62.95	HAROAK CORP
37338	12/22/2003	\$10.73	NABOR ORTEGA
37487	12/31/2003	\$13.45	LYLE THOMAS
38032	2/4/2004	\$13.75	DAVID FISHER
38061	2/4/2004	\$36.25	KERRY MCSWAN
38101	2/4/2004	\$14.50	STEVEN TOMREN
38310	2/25/2004	\$180.00	INTER.CONF. OF BLDG
38501	3/17/2004	\$10.38	ELI GARZA
38506	3/17/2004	\$10.00	MARIA PEREZ
38953	4/5/2004	\$10.75	RAMIRO PULIDO
38954	4/5/2004	\$43.75	LETICIA SANCHEZ
38955	4/5/2004	\$10.00	CRISTOBAL VALDIVIA
38956	4/5/2004	\$10.00	LETICIA VALDIVIA
38959	4/5/2004	\$32.50	FERNADO CANCINO
39157	4/19/2004	\$21.25	SUSAN SULLIVAN
39489	5/3/2004	\$12.25	ELOISA MEZA
39492	5/3/2004	\$21.25	LAYTON LOWE
39496	5/3/2004	\$10.75	CAROLYN CLAUSEN
39615	5/19/2004	\$120.00	CJTC
39930	6/2/2004	\$21.25	JANE HALE
39966	6/2/2004	\$21.50	JOSE CHAPOS
40123	6/16/2004	\$14.31	AT&T WIRELESS
40331	7/9/2004	\$24.50	LYLE BUCKINGHAM
40334	7/9/2004	\$11.50	DORA CHAPA
40436	7/12/2004	\$28.25	DAYLA LIGHT
40442	7/12/2004	\$10.38	NATHAN MICHEL
41182	8/23/2004	\$1.92	MELODY BROWN
41189	8/23/2004	\$13.75	BRANDON LAFLAMME
TOTAL		\$913.90	

FRANKLIN COUNTY RESOLUTION NO. 2005 310

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: SOFTWARE MAINTENANCE CONTRACT BETWEEN INTERGRAPH AND FRANKLIN COUNTY, CONTRACT NUMBER MO-0018141, POLICY NUMBER IMGS30405, EFFECTIVE JUNE 1, 2005 THROUGH JUNE 30, 2006

WHEREAS, the Geographical Information Services (GIS) Manager received a software maintenance service contract from Intergraph; and

WHEREAS, the total service amount is \$18,929, excluding tax; and

WHEREAS, Franklin County's share will be \$9,336 after reimbursement of \$9,483 by outside agencies, plus taxes; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Software Maintenance Contract between Intergraph and Franklin County, Contract Number MO-0018141, Policy Number IMGS30405, effective June 1, 2005 through June 30, 2006, in the amount of \$18,929, plus tax, for a total of \$20,500.10, to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.48.0005 (R&M – Maintenance Agreements).

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 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

ABSENT

Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
GIS

cc: Accounting Department
Information Services

INTERGRAPH

Contract #: MO-0018141

Policy #: IMGS30405

Coverage Period: 6/1/2005 thru 6/30/2006

PO #: QUOTE EMAILED

Billing Terms: Prepaid

Pay Terms: NET 30

Customer: Franklin, County of (WA)

Customer Code: MDC-628

Site(s): 00037698

Bill To:

Toni Wyer
1016 North 4th AvenuePasco, WA
99301-3706
USA

Attn: Toni Wyer

Phone: 509-545-3509

FAX:

e-mail:

Executive Summary

Hardware Maintenance Charge*: 0.00

Software Maintenance Charge*: 18,929.00

Total Service Amount: \$ 18,929.00

* Totals are exclusive of sales tax.

Offered By**Intergraph**

Name: Houser, Wendy

Department: IMGS Maintenance Contract Administration

Phone: 256-730-8978

FAX: 256-730-5641

e-mail path: wendy.houser@intergraph.com

Issue Date: 5/9/2005

Accepted By BOARD OF COMMISSIONERSCompany: FRANKLIN COUNTY

By: _____

Name/Title: Frank H. Brock, ChairPOC Phone: 509-545-3571POC FAX: 509-545-3575POC e-mail: dborden@co.franklin.wa.us

Date signed: _____

All services provided hereunder are subject to Intergraph's Maintenance Service Contract Terms & Conditions (T's & C's) for both software and hardware (IMGS030405). Copies of these T's & C's are provided via the Web at <http://www.intergraph.com/terms/>.

Quotations shall remain valid and all prices quoted herein shall remain firm for a period of 90 days from the quotation issue date. Execution of Service Quotations shall be deemed acceptance of Intergraph's T's & C's.

Site 00037698 Details

Address: DANIEL BORDEN
1016 North 4th Avenue

Pasco
WA
99301-3706
USA

Attn: Daniel Borden
Phone: 509-545-3571
FAX: 509-546-5828
e-mail: dborden@co.franklin.wa.us

Maintenance Services Provided:

Line #	Item #	Item Description	Cov	Qty	Gross Unit Mnth \$	Net Unit Mnth \$	Disc %	Disc \$ Per Mnth	Extended \$	Start Dt	End Dt
1	GIS.M.SJBY385AA-A	MGE Basic Nucleus - Maintenance	PRM	1	33.00	33.00	0%	0.00	396.00	7/1/2005	6/30/2006
2	GIS.M.SJBY386AA-A	MGE Basic Administrator - Maintenance	PRM	1	67.00	67.00	0%	0.00	804.00	7/1/2005	6/30/2006
3	GIS.M.SJBY387AA-C	MGE Base Mapper Bundle Component - Maintenance	PRM	1	43.00	43.00	0%	0.00	516.00	7/1/2005	6/30/2006
4	GIS.M.SJBX509AA-A	GeoMedia - CC - Full Kit - Maintenance	PRM	6	35.00	35.00	0%	0.00	2,520.00	7/1/2005	6/30/2006
5	GIS.M.SJBX690AA-A	GeoMedia Pro - CC - English - Full Kit - Maintenance	PRM	1	126.00	126.00	0%	0.00	1,512.00	7/1/2005	6/30/2006
6	GIS.M.SJBX880AA-A	GeoMedia Grid - CONCURRENT - Maintenance	PRM	1	60.00	60.00	0%	0.00	720.00	7/1/2005	6/30/2006
7	GIS.M.SJCC762AABA	GeoMedia WebMap Pro - Small Site - Maintenance	PRM	1	340.00	340.00	0%	0.00	4,080.00	7/1/2005	6/30/2006
8	PBS.M.SGBY218AA-A	SmartSketch	PRM	3	18.75	18.75	0%	0.00	675.00	7/1/2005	6/30/2006
9	PBS.M.SNCC469AA-A	Oracle8 Enterprise Edition - Runtime	PRM	8	13.00	13.00	0%	0.00	1,248.00	7/1/2005	6/30/2006
10	GIS.M.SJBX848AA-A	GeoMedia Transportation Manager - CC - Maintenance	PRM	1	120.00	120.00	0%	0.00	1,440.00	7/1/2005	6/30/2006
11	GIS.M.SJBX690AA-A	GeoMedia Pro - CC - English - Full Kit - Maintenance	PRM	2	126.00	126.00	0%	0.00	3,024.00	7/1/2005	6/30/2006
12	GIS.M.SJBZ401AA-A	IntelliWhere OnDemand (1-9 Licenses) - Maintenance	PRM	1	10.00	10.00	0%	0.00	120.00	7/1/2005	6/30/2006
13	ZZZ.M.SFT00400	I/RAS C	PRM	1	37.00	37.00	0%	0.00	444.00	7/1/2005	6/30/2006

EXHIBIT 8

August 1, 2005

14	PBS.M.SNCC520AA-A	Oracle8 Standard Ed.-Application Sp	PRM	11	10.00	10.00	0%	0.00	1,430.00	6/1/2005	6/30/2006
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Totals:**1,038.75****0.00****18,929.00**

FRANKLIN COUNTY RESOLUTION NO. 2005 311

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF A GRAY, HIGH-BACK CHAIR
ASSIGNED TO THE FRANKLIN COUNTY BUILDING DEPARTMENT**

WHEREAS, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the Planning & Building Department requesting disposal of a gray, high-back chair; and

WHEREAS, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and


WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves, in conjunction with RCW 36.32.210 (inventory), the disposal of a gray, high-back chair, as identified on the *Franklin County Storage – Salvage* form received from the Franklin County Planning & Building Department.

APPROVED this 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

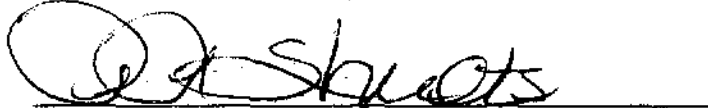

Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

ABSENT

Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Maintenance

cc: Planning & Building Department

FRANKLIN COUNTY STORAGE - SALVAGE

DATE: 7/28/2005

REQUESTED BY: Jerrod MacPherson

DEPT: Planning & Building

DESCRIPTION OF ITEM(S):

DEPT NUMBER: 130

Gray - High Back Chair

PHONE #: 545-3521

AUTHORIZED BY:



RECEIVED BY:

SERIAL #:

DATE RECEIVED:

DATE CLOSED:

2005 311

CHECK ONE OF THE FOLLOWING:

SALVAGE

☐

STORAGE

☐

DESTROY

☒

August 1, 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

August 1, 2005

Mr. Michael Mills
Energy Facility Site Evaluation Council
P.O. Box 43172
Olympia, WA 98504-3172

Dear Mr. Mills:

We wholeheartedly support the Richland Public Facility District's (PFD) request for funding from the State of Washington's Energy Facility Site Evaluation Council (EFSEC).

We support the Hanford Reach National Monument Heritage and Visitor Center, as no other facility like it exists in eastern Washington. The Reach was created in direct response to the establishment of the Hanford Reach National Monument. The primary purpose of the facility is to serve as an interpretive center for the Monument, to provide a place for residents and visitors to experience the last free-flowing stretch of the Columbia River. The Reach is meant to be a Northwest institution that will endure and have a lasting impact on generations.

The Reach will be a singular educational resource for stewardship education provided through experiential learning. Your mitigation dollars will be spent in the best possible way to reach the greatest number of citizens in the surrounding region. Your dollars will help leverage other funds to make this an international tourism destination.

Thank you for considering the Reach for possible EFSEC funding.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

ABSENT

Robert E. Koch, Member

cc: Jim Watts, President, Reach Board of Directors

EXHIBIT 11
Franklin County Auditor

August 1, 2005

1016 North 4th Avenue
Pasco, WA 99301

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

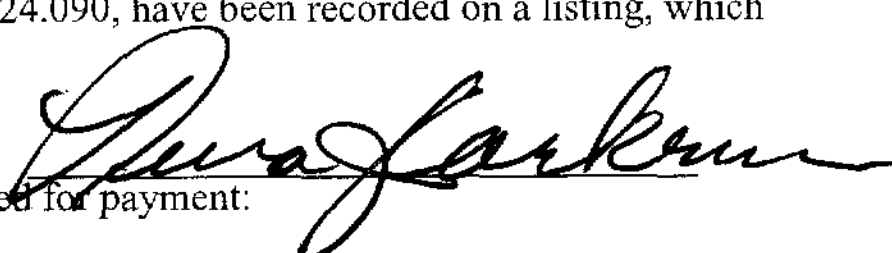
P.O. Box 1451
Pasco, WA 99301

August 1, 2005

Franklin County Commissioners:

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

Action: As of this date, August 1, 2005,
Move that the following warrants be approved for payment:



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Grand Old 4 th	64-70	\$47,123.91
Courthouse Renovation Fund	351-352	\$599,463.36
Election Equipment Revolving	273	\$349.00
Law Library	946-948	\$8,085.58
Franklin County Enhanced 911	1045-1052	\$14,810.61
Current Expense	46188-46200	\$13,217.50
Current Expense	46201-46229	\$31,423.01
Current Expense	46230-46257	\$17,985.85
Boating Safety	359	\$142.39
Sheriff's Narcotic Trust	233	\$180.00
Jail Commissary	2080-2085	\$1,996.83

\$26,585.58
QAS

In the amount of \$734,751.04. 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

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

July 28, 2005

Frank Brock, Chair
Neva Corkrum
Bob Koch

EXHIBIT 12

August 1, 2005

Board of Franklin County Commissioners
P. O. Box 190
Prosser, WA 99350

Dear Commissioners:

As you are aware, the current civil defense panel contract attorneys have had "Indigent Defense Pilot Project" contracts with the Washington State Office of Public Defense for representation of parents in dependency cases. This has been a pilot project for the last four years that has reduced our contract attorney fees by \$488.00 per attorney per month while the pilot project was in place. During this last legislative session, the budget for the project was increased to expand the project to other counties in the State. I have negotiated with Joanne Moore, the Director of the Washington State Office of Public Defense, to realign the funding, current scope of work and compensation for our civil panel contracts, and to secure additional funds for Benton and Franklin Counties as a result of our successful participation in the pilot project. This will result in a net savings in our professional services budget.

This negotiation has resulted in proposed modifications to our civil defense panel contracts in an effort to meet the State's requirement to limit, where possible, the scope of work of current contracted civil defense panel attorneys representing parents in dependency cases. The proposal by Ms. Moore is that she increases the amount that she is paying to each current contract attorney by \$1200 per month. This would result in our reducing the amount of compensation by the Counties to each attorney by \$1200 per month and, in turn, eliminating the attorneys' representation in CHINS, At Risk Youth and Truancy cases and limiting the number of parents and children each attorney represents in dependency cases. The \$4,800 per month savings would allow us to contract with a separate attorney who would cover the remaining dependency cases as well as the CHINS, At Risk Youth and Truancy cases.

Ms. Moore has also offered to pay each current civil panel contract attorney \$500 per month to further reduce our costs by \$500 per month per attorney. This additional sum is in recognition of the effort on the part of the Juvenile Court to implement the pilot project that resulted in successful outcomes and increased state funding. The modifications are outlined in the table below:

Attorney	Current Contract Responsibilities	Modified Contract Responsibilities	Current Contract Rate	Modified Contract Rate
1	Dependency - Parent/Child/Guardian CHINS/ARY/Truancy	Dependency Parent/Guardian 25 Children	\$4,046/mo	\$2,346/mo
2	Dependency - Parent/Child/Guardian CHINS/ARY/Truancy	Dependency Parent/Guardian 25 Children	\$4,046/mo	\$2,346/mo
3	Dependency - Parent/Child/Guardian CHINS/ARY/Truancy	Dependency Parent/Guardian 25 Children	\$4,046/mo	\$2,346/mo
4	Dependency - Parent/Child/Guardian CHINS/ARY/Truancy	Dependency Parent/Guardian 25 Children	\$4,046/mo	\$2,346/mo
5	N/A	Dependency Parents/Guardian Children (unrestricted) CHINS/ARY/Truancy	N/A	\$4,771/mo
SAVINGS			\$2,029/Mo	

Utilization of Defense Cost Savings

As a result of the elimination of the federal drug court funds to Juvenile Court, in September 2005, the juvenile drug court program will be reduced by 50% capacity. I would like to be able to utilize the monthly savings from the Defense Panel Contracts to support the work of Prosecutors, Defense Attorney and County Clerks associated with the drug court program and to pay for Urinalysis testing for drug court participants:

Monthly allocation:

- \$825 – Prosecutor
- \$825 – Defense Attorney
- \$100 – Clerk
- \$250 – Urinalysis testing

I look forward to meeting with you regarding these issues on Monday, August 1, 2005.

Sincerely,

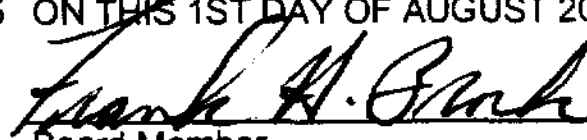


Sharon A. Paradis, Administrator
Benton-Franklin Juvenile Justice Center

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 \$13,942.15 ON THIS 1ST DAY OF AUGUST 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00


 Board Member


 Board Member

ABSENT

Board Member

Voucher #	Claimant	Purpose	Amount
	BRUTZMAN'S, INC.	camera/rubber bands/copy paper	783.01
	CAMPBELL & CO.	fuses	114.26
	CENTRYTEL	monthly service	38.14
	CITY OF PASCO	monthly service	106.25
	FRANKLIN CO ENGINEERS	reimburse fund	144.48
	FRANKLIN CO PUD	monthly service	40.07
	FRANKLIN CO AUDITOR	recording fee	23.00
	FRANKLIN CO GRAPHIC	advertisement	97.50
	FRANKLIN CO INFO SERVICES	dell invoice/govconnection invoices	1429.03
	HUSK OFFICE SUPPLIES	envelopes/cd's	7.46
	SEDGWICK CMS	industrial insurance	1210.91
	OXARC, INC.	ear plugs	69.31
	PORT OF PASCO	rent on bldg and land	3184.64
	RANCH & HOME	chain coil/hammer	64.21
	REESE CONCRETE PRODUCTS	monuments	1592.01
	SECO CONSTRUCTION EQUIP.	rebar	24.91
	TRANSTATE PAVING CO.	cold asphalt concrete	505.87
	TRI-CITY HERALD	advertisement	476.99
	U.S. LINEN	service	318.06
	V.E.B.A. TRUST	benefits	1115.03
	DOT	interest due on bank loan	2240.23
	DOT	bridge design	55.00
	WSACE	dues assessment invoice	100.00
	WESTERN MATERIALS	concrete	80.74
	ZEE MEDICAL SERVICE	first-aid supplies	121.04

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 \$20,432.89 ON THIS 1ST DAY OF AUGUST, 2005.

MV&PW EQUIPMENT FUND
500 000 001
548.60


 Board Member


 Board Member

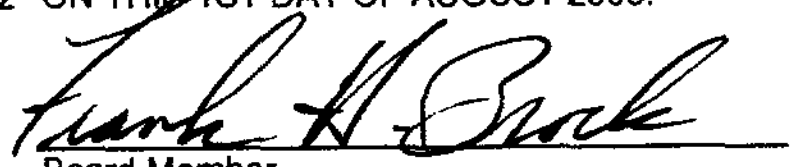
ABSENT

Board Member

Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Gasket, thermostat, rotor, cap, gasket	101.10
	Central Hose & Fittings, Inc.	Hose, stems, swivel	121.59
	Columbia Basin Paper	Liners, singlefold towels	124.00
	Critzer Equipment	Edges	9,859.90
	Direct Automotive	Rotor	185.82
	Empire Rubber & Supply Co.	Citrol degreaser	89.02
	Gall's, Inc.	Prisoner Containment Modules	1,559.49
	McCurley Chevrolet	Valve, shroud	234.11
	Mount's Lock, Key & Engraving	Keys	43.86
	Mountain Oil, Inc.	Unleaded	34.73
	Douglas D. Stender/Snap-On Tools	Straps	32.80
	Witte Information	Service Guides (Domestic Comp. & Motor Labor)	487.36
	Russ Dean Ford	Pipe, sender&pump, rocker switch, battery	603.41
	Safelite Glass Corp.	Windshield	237.03
	SIRENNET.COM	Endcaps, lens, dividers, credit	230.80
	Six States Distributors	Bearings	35.59
	TIFCO Industries	Tire patch, elec. Terminals, fuses, tubing	117.92
	Transport Equipment, Inc.	Mirror, heated mirror, cap, channel	130.18
	Tri-Cities Battery & Auto Repair	Battery	79.01
	Tri-City Paints True Value	Wax	12.57
	Wingfoot Commercial Tire, Inc.	Mount/dismount, tire disposal, tires	251.70
	Wondrack Distributing	Leaded/Unleaded	5,860.90

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 \$1,543.22 ON THIS 1ST DAY OF AUGUST 2005.


Board Member

Probation Work Crew
152 002 001
523 30


Board Member
ABSENT

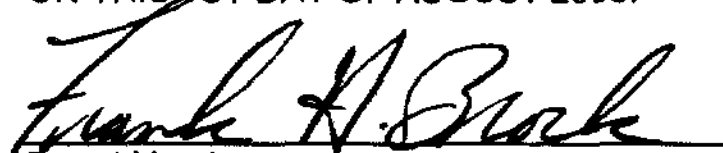
Board Member

Voucher #	Claimant	Purpose	Amount
	HOME DEPOT	snow shovels/rakes/hoes	647.63
	VANTECH SAFETY LINE	vests	147.00
	TRAFFIC SAFETY SUPPLY	road signs/stands	748.59

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 \$4,785.63 ON THIS 1ST DAY OF AUGUST 2005.

SOLID WASTE FUND
152 001 001
539 10


Board Member


Board Member

ABSENT

Board Member

Voucher #	Claimant	Purpose	Amount
	FRANKLIN CO INFO SERVICES	laptop/projector/invoices	4707.91
	SAFETY-KLEEN	waste anti-freeze	77.72

FRANKLIN COUNTY RESOLUTION NUMBER 2005-303

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

RE: IN THE SUBJECT MATTER OF CALLING FOR AN ELECTION ON THE LEVY OF A COUNTY SALES AND USE TAX FOR LOCAL CRIMINAL JUSTICE AND ROADWAY IMPROVEMENTS

WHEREAS, in Franklin County (County) there continues to be an increasing demand placed upon already overburdened county systems including criminal justice and roadways. Such increasing demands are attributable to, and not limited to, some of the following: Franklin County's population has increased by over 20,000 from 1995 to 2004. As a result, this increased population has increased misdemeanor, gross-misdemeanor, and felony crimes; and increased the use of roadways and demand for public services; and

WHEREAS, Franklin County lost 1.2 million dollars in revenue due to the Washington State Legislature's elimination of the motor vehicle excise tax, which previously subsidized the County law and justice budget. As a result, the County has had to re-allocate funding previously utilized for public services to subsidize the 1.2 million dollar deficit in the funding, and sustaining of criminal justice services. Subsequently, the re-allocation of funds away from public services has necessitated significant cuts in County roadway maintenance and the offering of core county public services; and

WHEREAS, the increase in local population has resulted in increased caseloads for the entire local criminal justice system including the Sheriff's Department, Prosecuting Attorney, Superior and District Courts, and the County Clerks' Offices. Due to the 1.2 million dollar deficit the County has been unable to re-allocate or generate enough revenue to accommodate the increase in caseloads. In addition, recent rulings by the United States Supreme Court and State of Washington Supreme Court have resulted in the over-turning of five (5) murder convictions in Franklin County that now require repeat prosecution of each case before the Franklin County Superior Court. Further, at the present time there are over one-hundred (100) felony cases set for trial in the Franklin County Superior Court and equally more cases backlogged due to a lack of resources; and

WHEREAS, County property taxes are limited to a maximum annual growth rate of one (1) percent of the Implicit Price Deflator (IPD), whichever is lower. In conjunction, inflation is increasing at a higher rate while the County's costs for staff, personnel benefits, and operations have increased at a rate higher than the local consumer price index. As a result, the funds available for the County have decreased while the cost of providing services has increased which has resulted in the County being unable to generate enough revenue to establish County budgets, resources, and services to the necessary levels for its citizens and increasing population; and

WHEREAS, the 2003 Washington State Legislature noted that local governments are presented with significant challenges in funding criminal justice services, and hence provided a legal means by which Counties could seek local revenues to better protect the health, safety, and welfare of its residents. Washington State Law authorizes the Franklin County legislative authority to submit a proposition to voters at a primary or general election that would authorize sales and use tax at the rate of two-tenths of one percent (0.2%) to be collected throughout Franklin County. RCW 82.14.450(1). One-third (1/3) of such revenue collected must be used for "criminal justice purposes," meaning "additional police protection, mitigation of congested court systems, or relief of overcrowded jails or other local correctional facilities." RCW 82.14.450(4). Further, seventy percent (70%) of collected revenue will be allocated specifically for local criminal justice improvements, with the remaining thirty percent (30%) of revenue being used to improve local roadways; and

WHEREAS, Washington State Law requires the revenue received under this proposal to be shared with sixty (60) percent retained by the County and forty (40) percent to be retained and distributed on a per capita basis to the Cities therein; and

WHEREAS, Washington State Law requires for the passage of this proposal a majority, fifty percent (50%), of persons voting at a primary or general election must approve. The next primary election is September 20, 2005; and

WHEREAS, Franklin County will conduct a county wide mail-in ballot election at the next primary election on September 20, 2005; and

WHEREAS, if the voters approve this proposal on September 20, 2005, the additional sales and use tax will be collected beginning on January 1, 2006, and jurisdictions will begin receiving revenue in February 2006; and

WHEREAS, it is the judgment of this Board that a special tax levy of this kind should be indefinite in duration in the absence of further action by the voters; and

WHEREAS, it appears that the best interests of the citizens of Franklin County and Cities therein would be served by submitting to the affected voters the determination of whether or not to authorize a sales and use tax to collect revenue for the aforementioned purposes; now therefore,

BE IT HEREBY RESOLVED BY THE BOARD OF THE COUNTY COMMISSIONERS OF FRANKLIN COUNTY that a county wide mail-in ballot election be held on September 20, 2005, for the purpose of submitting to the affected voters the determination of whether or not to authorize a sales and use tax at the rate of two-tenths of one percent (0.2%), to be levied beginning in 2006 and continuing indefinitely in the absence of further action by the voters and the proceeds to be shared by the County and Cities therein for the aforementioned purposes; and

IT IS FURTHER RESOLVED that the Franklin County Auditor is hereby requested to place a proposition on the September 20, 2005 ballot in substantially the following form:

PROPOSITION NO. 1

FRANKLIN COUNTY

SALES AND USE TAX FOR CRIMINAL JUSTICE AND ROADWAY IMPROVEMENTS

"The Board of Franklin County Commissioners adopted Resolution No. 2005-303, concerning a proposition for a sales and use tax for local criminal justice and roadway improvements. This proposition would authorize the sales and use tax in Franklin County and Cities therein be increased two-tenths of one percent (0.2%) and allocate seventy percent (70%) of County's collected revenue to improve criminal justice and thirty percent (30%) of collected revenue to improve roadways. Should this proposition be approved?

Yes.....☐

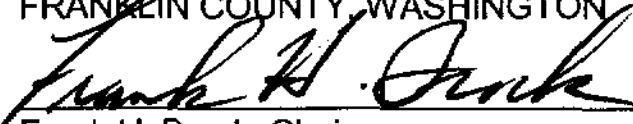
No.....☐

BE IT FURTHER RESOLVED that the Board of County Commissioners of Franklin County recognizes any resolutions from Cities therein urging support of the local option sales and use tax, which revenue would be allocated pursuant to Chapter 82.14 RCW, with sixty (60) percent going to the County and forty (40) percent to the Cities therein on a per capita basis. The allocation for each subsequent year shall be calculated using the final, official June 30 population figures published by the Office of Financial Management; and

BE IT FURTHER RESOLVED that the Clerk of the Board is directed to provide a copy of this resolution to the Franklin County Auditor, and each City therein in Franklin County.

Done this 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

ABSENT

Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulp
Deputy Prosecuting Attorney

FRANKLIN COUNTY RESOLUTION NO. 2005 313

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

**RE: APPROVAL TO PURCHASE AN ULTRASHARP FLAT PANEL
MONITOR UTILIZING FUNDS FROM THE 2005 CAPITAL OUTLAY
BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.3501
(COMPUTER HARDWARE) AT A COST NOT TO EXCEED \$420**

WHEREAS, the Franklin County Administrator requests authorization to purchase an UltraSharp 1905FP19-inch Flat Panel Monitor for the Commissioners Executive Secretary; and

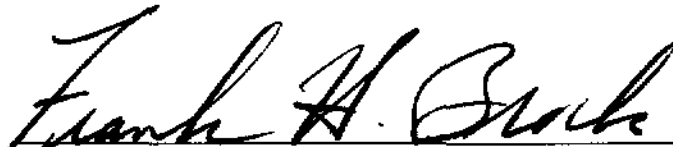
WHEREAS, the Information Services Director received a quote from Dell in the amount of \$383.20, not including tax, and suggested using the Capital Outlay Budget to pay for said computer; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the purchase of an UltraSharp 19-inch Flat Panel Monitor, utilizing funds from the 2005 Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) at a cost not to exceed \$420.

APPROVED this 1st day of August 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board

ABSENT
Robert E. Koch, Member

Originals: Auditor
Minutes
Information Services

cc: Accounting Department
County Commissioners

FRANKLIN COUNTY RESOLUTION NO. 2005 312

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: RESCIND FRANKLIN COUNTY RESOLUTION NO. 2005-301 FOR CHANGE ORDER NUMBER 9 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE

WHEREAS, the Franklin County Board of Commissioners approved Franklin County Resolution Number 2005-301 on July 19, 2005 for Change Order Number 9 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse; and

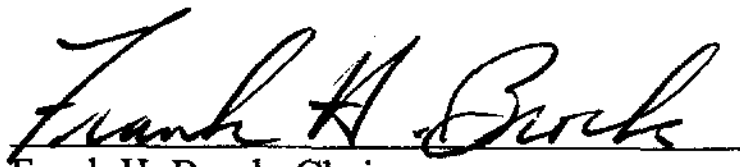
WHEREAS, the County Administrator questions the number of days delayed and desires clarification of said change order and requests the Commissioners rescind Resolution Number 2005-301; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby rescinds Franklin County Resolution Number 2005-301.

APPROVED this 1st day of August 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board

Originals: Auditor - CKJT - Lydig Construction

ABSENT

Robert E. Koch, Member

cc: Minutes - County Administrator