

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for August 8, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **joint Resolution 2005-328** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the County Program Agreement between the Juvenile Justice Center and the State of Washington, Department of Social and Health Services, Juvenile Rehabilitation Administration, Agreement Number 0563-77172, to provide for Selective Aggressive Probation (SAP) through the Juvenile Accountability Block Grant (JABG), for a term commencing September 1, 2005 through August 31, 2006. (Exhibit 1)
2. Approval of **Resolution 2005-329** amending Franklin County Resolution 2005-265 and approving the DSHS and County Agreement on General Terms and Conditions, Contract Number 0583-72025, effective July 1, 2005 through June 30, 2006, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 2)

Second by Mr. Koch. 3:0 vote in favor.

Vouchers

Motion – Mr. Koch: I move for approval of payment of the following vouchers/warrants: Jail Commissary warrants 2086 through 2089 for \$3,702.66; Election Equipment Revolving warrant 274 for \$284.18; Law Library warrant 949 for \$193.47; Veteran's Assistance warrants 1231 through 1234 for \$2,599.46; Current Expense warrants 46259 through 46292 for \$17,404.49; Current Expense warrants 46293 through 46321 for \$23,770.64; Current Expense warrants 46322 through 46353 for \$10,684.94; Sheriff's Narcotic Trust warrants 234 through 235 for \$521.80; and Boating Safety warrant 360 for \$161.89; for a total of \$59,323.53. Second by Mrs. Corkrum. (Exhibit 3)

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Wellness Account

There is \$1669.62 remaining in the Wellness Account. Mrs. Corkrum said we received it from Washington Counties Insurance Fund (WCIF) as a grant. She thinks we should send it back because we are no longer in their program. Mr. Brock asked if we have any other choices. Ms. Shults is waiting to hear back from the state auditor. Mr. Koch suggested seeing if anyone else is interested in using the funds.

Affordable Housing Contract

The Board reviewed a draft of an interlocal agreement.

Motion – Mrs. Corkrum: I move for approval. Mr. Brock said it will be sent out as a draft form to the four cities and the Housing Authority. Second by Mr. Koch. 3:0 vote in favor.

CORONER

Coroner Dan Blasdel met with the Board.

National Association of Counties (NACo) Prescription Drug Discount Card Program

Mr. Blasdel told the Board about a prescription drug card program offered through NACo. Franklin County is a member of NACo. The program can be offered to anyone who is a resident in Franklin County who does not have prescription drug insurance now. They can get up to 35% off retail on generic drugs and up to 14% off retail on name brand drugs. The county could have a huge savings on prescriptions for jail inmates. Mr. Blasdel suggested finding out more information. There would be some administrative work involved. Mrs. Corkrum said this is why she thinks NACo is good and why we should have someone attend the NACo meetings. The conferences cost a lot of money. The Board asked Mr. Bowen to find out more information.

Toxicology Lab

Mr. Blasdel and others are working with a toxicology lab to develop a case management program. Following an RFP process, a vendor has been chosen. Contract negotiations are taking place now with the vendor. We got a grant for about \$170,000 to build the program. Once the contract is in place, the work is expected to be finished in

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about six months. It will be tested for about six months, then be offered to the counties at no charge.

Death Notices

The Department of Health is starting electronic death certification notice. Pierce County is going on-line today. Franklin County will go on-line in January. All of the information will automatically transfer over to the death certificate which will be submitted directly to the Health Department. It will mean less typing for the Coroner's Office. Mr. Brock asked if it will have an impact on people using dead people's Social Security numbers. Mr. Blasdel thinks it will tighten the system up more so it will have an effect. He has been told the security is very tight on the system.

Record Storage

Mr. Blasdel answered the Board's questions about his plans to scan old coroner records.

COUNTY CLERK

County Clerk's Administrative Assistant Michelle Dolven met with the Board.
Public Hearing: To take testimony for and against Franklin County's proposed ordinance relating to the imposition of a surcharge on Superior Court Title 26 RCW filing fees and imposition of user fees to implement a courthouse facilitator program for pro se litigants and repealing Ordinance Number 2-94.

Public Hearing convened at 9:30 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; County Clerk's Administrative Assistant Michelle Dolven; and Clerk to the Board Mary Withers. No one was present in the audience.

Ms. Dolven said the fee was \$10 and is now being raised to \$20. The fees for domestic violence, divorce and custody cases has raised from \$110 to \$200 plus a \$20 surcharge for the courthouse facilitator and \$30 charge for domestic violence fund. Pro se litigants are helped by a facilitator. Ms. Dolven explained what the facilitator does. Ms. Dolven said the judges have been informed of how often fees were being

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waived and have requested that the order form be changed. The \$20 fee will now be ordered in all cases by the judges.

No one was present in the audience to comment.

Motion – Mrs. Corkrum: I move we approve Ordinance 5-2005 relating to imposition of a surcharge in Superior Court Title 26 RCW filing fees and imposition of user fees to implement a courthouse facilitator program for pro se litigants and repealing Ordinance #2-94 originally signed as Ordinance #1-94. A correction was approved and renumbered as 2-94, passed on February 2, 1994. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 4)

Executive Session at 9:40 a.m. regarding potential litigation expected to last five minutes.

Open Session at 9:42 a.m.

Executive Session at 9:43 a.m. regarding personnel expected to last two minutes.

Open Session at 9:47 a.m.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Stormwater Runoff Grant

Mr. Brock asked if the county should apply for a \$75,000 stormwater runoff grant. Mr. Fife said we have taken the stance that we don't have enough runoff in our urban area that we need to comply. He recommended maintaining that stance. We do not have any runoff water that makes it to a body of water. Instead, it infiltrates or evaporates. The irrigation water is specifically excluded from the stormwater runoff provisions.

Request for Waiver of Chiawana Park Usage Fees – YMCA/Rick Dawson

Motion – Mrs. Corkrum: I move that we waive the Chiawana Park usage fees for the YMCA at the request of Rick Dawson. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 5) Mr. Fife said the YMCA soccer team is having a function at the park.

Out-of-State Travel

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Motion – Mrs. Corkrum: I move for approval of out-of-state travel for Maintenance Supervisor Darrel Farnsworth to attend a Caterpillar Government Seminar in Peoria, Illinois. There is no cost to the county. Second by Mr. Koch. 3:0 vote in favor.
(Exhibit 6)

35 miles per hour speed limits

Mr. Koch has talked to North Franklin School District Transportation Superintendent Paul Pocinich about what effect it would have if the county put a 35 mile per hour speed limit on all county gravel roads. Mr. Pocinich told Mr. Koch that the speed limit would have a financial impact on the school district. The routes need to be kept under an hour so the lower speed limit would require more buses and more drivers. If the trip exceeds an hour, it would affect the state funding formula. Mr. Koch will ask Mr. Pocinich to provide some figures.

MINUTES

Motion – Mr. Koch: I move for approval of minutes for July 20, July 25 and July 27, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

Recessed at 9:58 a.m.

Reconvened at 10:15 a.m.

ODESSA SUB AREA / COLUMBIA BASIN PROJECT PRESENTATION

Columbia Basin Development League Executive Director Alice Parker, Governmental Relations representative Mike Schwisow and Executive Committee Member Bob Krug met with the Board.

Mrs. Parker said we're trying to generate interest in expansion of the Columbia Basin Irrigation Project. She told the Board of the efforts that are being made and the process that is being followed. The Bureau of Reclamation is currently doing a study to look at how the planning will be done. Mr. Schwisow explained how the studies are handled.

Mr. Schwisow talked about his role in working with the Development League. He is a lobbyist lobbying primarily for water interests. He told the Board about work that was done related to the Columbia River Water Initiative. He explained how water is

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received in the South Columbia Basin Irrigation District (SCBID). He explained how the Bureau of Reclamation's water right works. He gave an update on current legislative action and negotiations with the governor's administration. The process has been started for processing a new water right to expand the irrigation project. He said the problem we're currently working on is with the declining aquifer in the Odessa sub area. The Board reviewed a printed presentation including maps. The last new irrigation block was in Mattawa in 1984. There are deep wells in the eastern section of project.

Mr. Schwisow said we're not talking about expanding irrigation but about maintaining the economic base that drives eastern Washington including processing plants. The process involves NEPA, Endangered Species, etc. The Federal government anticipates it will take five years to complete the process.

Mr. Schwisow told the Board of several alternatives for reservoir storage for the Yakima River including Black Rock Reservoir, expansion of Bumping Lake, and others.

Local partners are required in any planning process. There is a 50%-50% cost share for the studies. It is estimated the study will cost \$6 million. The Columbia Basin Development League has taken on the chore of finding partners with funding.

Mr. Brock asked if there is any other alternative to recharge the aquifer.

Mr. Schwisow said if there was an easy way to do it, he thinks people would be happy to do that. All the water rights in that area are Federal. They also have to operate within the constraints of what is feasible. Current water users are not interested in jeopardizing their water in order to help out people in the deep well area. We are interested in looking at other possibilities. Some projects are in the works. He gave an example of a project that has allowed about 2000 acres of irrigation to occur.

Mr. Krug gave an example of over-allocating water rights and how existing farmers want to keep their water rights.

Mr. Brock asked what are you asking of us here? Mr. Schwisow asked that the Board pass a resolution supporting the process and then work through the Washington State Association of Counties (WSAC). Mr. Brock said philosophically we can support many things. Mr. Schwisow said we're going to ask the state to be the cost share partner.

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The potential of economic loss without this project is phenomenal. He gave some figures.

Mrs. Parker asked if the commission could give a letter or resolution that we could take to Congress and the state saying you are supportive of this. Mr. Brock asked Mrs. Parker to draft a letter that would be satisfactory and fax that to us. Mrs. Corkrum said she thinks the letter should be made into a resolution because a resolution is a stronger statement than just a letter. Mr. Brock said he sees no reason why we wouldn't support what you're asking.

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Executive Session at 10:48 a.m. regarding potential litigation expected to last five minutes.

Open Session at 10:55 a.m.

HUMAN RESOURCES

Human Resources Director Tiffany Coffland met with the Board.

United Way

Ms. Coffland is assigned to handle United Way paperwork in the county. United Way would like to have more county employees contribute. The Board decided to have an Elected Official/Department Head meeting so United Way can present some information. Then each elected official/department head can decide whether to have a presentation in their own departments.

Ms. Coffland said our employees are very generous when there is a need that arises. She doesn't think it is our place to force them to give. Mr. Koch said the information can be made available to employees but that is all. The other board members agreed.

STATE E911 ADVISORY COMMITTEE

Motion – Mr. Koch: I move we support the request to ask for continuation of the State E911 Advisory Committee. Second by Mrs. Corkrum. 3:0 vote in favor.

COUNTY ADMINISTRATOR

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County Administrator Fred Bowen met with the Board.

Criminal Justice Sales Tax Flyer

Mr. Bowen asked for approval to send the flyer out by mail.

Motion – Mrs. Corkrum: I move we go forward with the criminal justice sales tax flyer as suggested by our administrator. Second by Mr. Koch. 3:0 vote in favor.

Potential Change Orders for Courthouse Renovation

Mr. Bowen explained Potential Change Orders 087 and 091. Potential Change Order #087 is for \$5735 for finish work on a window.

Motion – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor.

Potential Change Order # 91 is for \$154 for two 24' x 24' and one 30' x 30' access hatches to be put into the hard ceilings in three different restrooms.

Motion – Mr. Koch: I move approval. Second by Mrs. Corkrum. 3:0 vote in favor.

Budget 310

The Courthouse Renovation Fund has a shortfall of \$708,373.71 which will come out of the Rainy Day Fund. There is \$1.3 million in the bank for construction in the Rainy Day Fund. Of the \$1.3 million, the \$708,373.71 is dedicated and \$603,373.79 is remaining. The county still expects to receive historical funding from the state at a future date. When the state historical funding is received, the Board members want to refill the Rainy Day Fund and then can consider doing some additional work. Mr. Bowen said the county can refund itself up to \$500,000. Some items that can be considered for reimbursement are the courthouse steps restoration work and the purchase price of the Franklin County Annex.

Mr. Bowen gave the Board an update on the historical preservation funding process.

Recessed at 11:23 a.m.

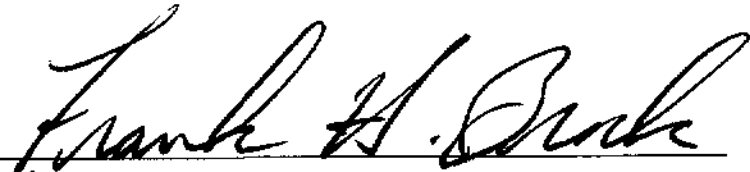
Reconvened at 1:38 p.m. There was no further business for the Board.

Adjourned at 1:39 p.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until August 10, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed August 17, 2005.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 473FRANKLIN COUNTY RESOLUTION NO. 2005 328

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, AGREEMENT NUMBER 0563-77172 TO PROVIDE FOR SELECTIVE AGGRESSIVE PROBATION (SAP) THROUGH THE JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG), and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed County Program Agreement, between the Juvenile Court and the State of Washington, Department of Social and Health Services, Juvenile Rehabilitation Administration, be approved as presented for a term commencing September 1, 2005, and terminating on August 31, 2006, **NOW, THEREFORE,**

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

DATED this 1st day of August 2005.

BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Member

LEO M. BOWMAN - ABSENT

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:



Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-DSHS/JRA, 1-Juvenile

DATED this 8th day of August 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



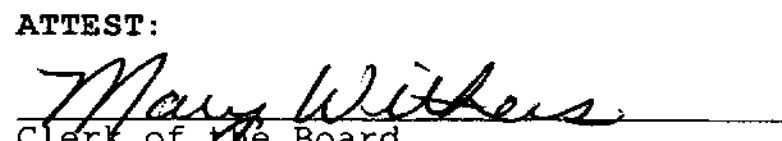
Chairman Pro Tem




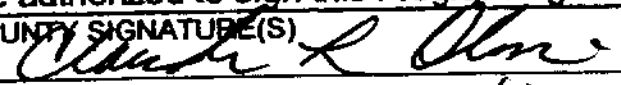
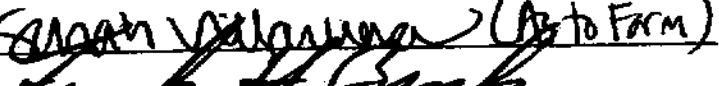


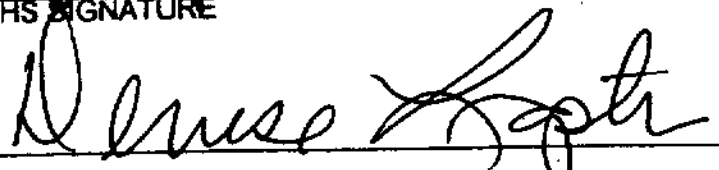
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:



Clerk of the Board

 <p>Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES</p>	COUNTY PROGRAM AGREEMENT Juvenile Accountability Block Grant		DSHS Agreement Number 0563-77172
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.			Administration or Division Agreement Number CODTIPJABG County Agreement Number
DSHS ADMINISTRATION Juvenile Rehabilitation	DSHS DIVISION Division of Treatment and Intergovernmental Prog	DSHS INDEX NUMBER 1122	DSHS CONTRACT CODE 5002CS
DSHS CONTACT NAME AND TITLE Lori Nesmith JABG Program Administrator		DSHS CONTACT ADDRESS PO Box 45720 Olympia, WA 98504	
DSHS CONTACT TELEPHONE (360) 902-8406	DSHS CONTACT FAX (360) 902-8108	DSHS CONTACT E-MAIL nesmila@dshts.wa.gov	
COUNTY NAME Benton County		COUNTY ADDRESS 5606 W. Canal Place, Suite 106 Kennewick, WA 99336-1388	
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001296		COUNTY CONTACT NAME Sharon Paradis	
COUNTY CONTACT TELEPHONE (509) 736-2722 Ext:	COUNTY CONTACT FAX (509) 222-2311	COUNTY CONTACT E-MAIL sharon_paradis@co.benton.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes		CFDA NUMBERS 16.523	
PROGRAM AGREEMENT START DATE 09/01/2005	PROGRAM AGREEMENT END DATE 08/31/2006	MAXIMUM PROGRAM AGREEMENT AMOUNT \$10,528.00	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: Exhibit A. Statement of Work. Exhibit B. Other Provisions for Services Exhibit C. Approved Budget Summary Exhibit D. Approved Budget Detail			
By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.			
COUNTY SIGNATURE(S)    		DATE(S) SIGNED <u>8-1-05</u> <u>7/7/05</u> <u>8/8/05</u> <u>07.12.05</u>	
DSHS SIGNATURE 		PRINTED NAME AND TITLE Denise Livingston JRA Grants and Contracts Manager DATE SIGNED <u>8/15/05</u>	

1. Definitions.

- a. "Equipment Request Form" means a request form submitted by the Contractor, for approval of any JABG equipment purchases. JRA shall provide the Contractor with the Equipment Request Form.
- b. "Financial Report Form" means a reimbursement request form submitted by the Contractor to JRA, for reimbursement of actual costs associated with the Contractor's approved JABG Program. JRA shall provide the Contractor with the Financial Report Form.
- c. "JABG" means the Federal Juvenile Accountability Block Grant.
- d. "JRA" means the DSHS Juvenile Rehabilitation Administration.
- e. "Juvenile Crime Enforcement Plan" or "JCEP" means the plan developed and submitted by the Contractor's required Juvenile Crime Enforcement Coalition, which is based upon an analysis of juvenile justice system needs within the Contractor's jurisdiction, and also determines the most effective use of JABG funds within the Federal and State requirements. The Juvenile Crime Enforcement Plan is incorporated by reference into the Contract.
- f. "OJJDP" means the Federal Office of Juvenile Justice and Delinquency Prevention.
- g. "Progress Report Form" means a required report submitted quarterly by the Contractor to JRA, which provides status updates on the Contractor's ongoing approved JABG Project. JRA shall provide the Contractor with the Progress Report Form.
- h. "Project" or "Program" means the JABG project or program, which is titled and designated in the Contractor's application, Exhibit A – Statement of Work, and Exhibit C – Approved Budget Summary.

2. Statement of Work.

The Contractor shall perform the services set forth in the attached Exhibit A - Statement of Work, Exhibit B – Other Provisions for Services, and the Contractor's JCEP.

3. Consideration and Billing.

- a. The maximum consideration for this Contract shall not exceed the Maximum Program Agreement Amount specified on page one of this Contract, which shall equal the JABG Allocation, Source of Funds as stated in Exhibit C – Approved Budget Summary.
- b. DSHS shall use Federal funds to reimburse a portion of the Contractor's approved expenses as detailed in Exhibit D – Approved Budget Detail, up to the amount specified in the JABG Allocation, Source of Funds as stated in Exhibit C - Approved Budget Summary.
- c. DSHS shall reimburse the Contractor upon acceptance and approval by DSHS of properly completed Financial Report Form. Advance payments are prohibited.
- d. The Contractor shall submit a Financial Report Form monthly or quarterly in accordance with Section 20 - Reports.
- e. The Contractor shall submit its quarterly Progress Report Form together with its Financial Report Form, in accordance with Section 20 – Reports. DSHS shall not be obligated to provide reimbursement to Contractor, until the quarterly Progress Report Form is received and approved by DSHS.

- f. The Contractor shall only be entitled to reimbursement for those expenses incurred during the term of this Contract, or during any extension agreed upon in writing by the Contractor and DSHS. Any extension shall be by written Contract Amendment and must be allowable under OJJDP regulations and guidelines. Any funds not obligated by the Contractor prior to the Program Agreement End Date, shall lapse and no longer be available to the Contractor. Any funds obligated by the Contractor and not expended 60 days after the Program Agreement End Date, shall lapse and no longer be available to the Contractor.
- g. If for any reason this Contract is terminated prior to its Program Agreement End Date, DSHS shall only pay for performance rendered or costs incurred prior to the effective date of termination.

4. Contractor Contribution.

- a. The Contractor shall contribute a cash match of at least 10% of the total Program Cost, as shown in Exhibit C – Approved Budget Summary.
- b. If the Contractor incurs construction expenses, the Contractor shall contribute a cash match of at least 50% of the total Program Cost, as shown in Exhibit C – Approved Budget Summary.
- c. The cash match shall be fully obligated by the Program Agreement End Date.
- d. The matching contribution shall be documented on the Financial Reports submitted to DSHS by the Contractor.

5. Non-supplanting Certification For Governmental Agencies.

JABG funds shall not be used to supplant state or local funds. The Contractor certifies that its nonfederal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request.

6. Acknowledgment Of Assistance.

All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, program evaluations, and other material published or otherwise completed as part of the project, other than materials that are exclusively for internal use by the Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the material was prepared:

"This project was supported by Award No. 2004-JB-FX-0052 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs.

The opinions, findings, and conclusions or recommendations expressed herein are those of the authors and do not necessarily reflect the views of the Department of Justice."

7. Alteration, Amendment, and Waiver.

An amendment to the Contract shall not be necessary for the movement of dollars between approved budget categories, as detailed in Exhibit D – Approved Budget Detail, **when the cumulative changes do not exceed ten percent (10%) of the total JABG Program Costs**, as stated in Exhibit C - Approved Budget Summary, and provided there is no change in the scope of the project. The Contractor shall submit a written request for such changes.

8. Commencement of Services.

- a. If the Contractor has not begun providing services to clients within 60 days of the Program Agreement Start Date, the Contractor shall notify in writing the DSHS contact person listed on page

one of this Contract, of actions taken or planned by the Contractor to begin providing services, and the estimated date on which the Contractor will begin providing services.

- b. If the Contractor has not begun providing services to clients within 80 days of the Program Agreement Start Date, the Contractor shall notify the DSHS contact person listed on page one of this Contract, of additional actions taken or planned by the Contractor to begin providing services, and the estimated date on which the Contractor will begin providing services.
- c. The Contractor shall begin providing services to clients no later than 90 days after the Program Agreement Start Date. If the Contractor has not begun providing services within 90 days of the Contract State Date, JRA will require a statement from the Contractor explaining the delay. After review of the explanation, JRA may choose to accept the delay, and extend the commencement date of the services, or JRA may choose to immediately terminate this Contract, and redistribute funds.

9. Compliance with Juvenile Justice And Delinquency Prevention Act.

The Contractor shall comply with all provisions of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. 5601 et seq.) and any successor or replacement statutes, rules or regulations.

10. Order of Precedence.

- a. In the event of an inconsistency in the terms of this Program Agreement, the County and DSHS Agreement on General Terms and Conditions, or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - (1) Applicable federal, state, and local laws, regulations, rules and ordinances;
 - (2) Exhibit A - Statement of Work;
 - (3) Exhibit B - Other Provisions for Services;
 - (4) Exhibit C - Approved Budget Summary and Exhibit D – Approved Budget Detail;
 - (5) This Program Agreement;
 - (6) The County and DSHS Agreement on General Terms and Conditions
 - (7) The Contractor's JCEP submitted to DSHS as part of the Contractor's JABG Unit of Local Government (UGL) Application; and
 - (8) Any document incorporated by reference in this Program Agreement.

11. Immigration and Naturalization Service Requirements.

The Contractor shall complete and keep on file the Immigration and Naturalization Service Employment Eligibility Form (I-9) to verify that the Contractor's employees are eligible to work in the United States.

12. Inspection; Maintenance of Records.

- a. During the term of this Contract and for three years following the Program Agreement End Date, the Contractor shall give reasonable access to the Contractor's place of business and client and Contractor records, to DSHS and to any other employee or agent of the State of Washington or the United States of America, for the purpose of inspecting the Contractor's place of business and its

records, and monitoring, auditing, and evaluating Contractor performance and compliance with applicable laws, regulations, rules, and this Contract.

- b. During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
- (1) Document performance of all acts required by statute, regulation, rule, or this Contract;
 - (2) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - (3) Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.
 - (4) Clearly show the source, the amount, and the timing of all Contractor matching contributions accounted for on the Financial Report Forms submitted to JRA, in accordance with Exhibit C - Approved Budget Summary.
- c. The Contractor's obligation to maintain records includes, but is not limited to, retaining all financial records, supporting documents, statistical records, source documents supporting accounting transactions, books of original entry, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards and contracts, applications, and required reports. Personnel and payroll records include time and attendance reports for individuals reimbursed under the Contract. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the six-year period, following termination or expiration, the records shall be maintained until completion of the action and resolution of all issues which arise from it or until the end of the six-year period, whichever is later.

13. Insurance. For purposes of this Agreement:

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:
 - ☒ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
 - ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.
- Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

14. Lobbying.

a. If the Contractor's JABG allocation is over \$100,000, the Contractor certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit federal Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The Contractor shall require that the language of this certification be included in all subcontracts and that all subrecipients shall certify and disclose accordingly.

15. Nondiscrimination.

The Contractor shall comply with state and federal nondiscrimination laws. If the Contractor's JABG allocation is \$500,000 or more, the Contractor shall have an approved Equal Employment Opportunity Plan on file with the Office of Justice Programs' Office of Civil Rights.

16. Ownership of Material.

In addition to Section 19 of the County and DSHS Agreement on General Terms and Conditions, if the Contractor produces patentable items, patent rights, processes, or inventions as a result of performing work required under the Contract, the Contractor shall promptly and fully report such facts to DSHS. DSHS and OJJDP shall determine whether patent protection shall be sought.

17. Project Equipment.

- a. All equipment purchased with JABG funds, for approved JABG programs, must have prior written approval by JRA.
- b. The Contractor shall submit an Equipment Request Form prior to purchasing any equipment.
- c. Depending upon the amount and nature of the equipment, JRA may need written approval from the Federal Office of Justice Programs (OJP) prior to the Contractor purchasing the equipment.
- d. The Contractor shall maintain, as part of the financial records of the Project, an ongoing inventory of equipment purchased in whole or in part with JABG funds, which states the following:
 - (1) Purchase Date;
 - (2) Purchase Price;
 - (3) Serial Number of Equipment (if any); and
 - (4) Current Location of Equipment.
- e. On completion of the project, or at the request of JRA, the Contractor shall submit to JRA a current inventory of all equipment purchased with JABG funds.

- f. Specific to this Section 17 – Project Equipment, JRA acknowledges that the life of a Project may span multiple JABG grant years and associated contracts.
- g. If property acquired during the Project is sold or ceases to be used for juvenile justice purposes as defined under the Juvenile Accountability Block Grant Act of 1997, and if such property had a per unit fair market value in excess of \$5,000 on the date it was sold or removed from service, the Contractor shall pay to DSHS an amount calculated by multiplying the fair market value or proceeds from sale by the proportion of JABG funds utilized to acquire such property.

18. Public Availability of Information.

Subject only to the exceptions and conditions under those acts and provisions of law requiring public records to be kept in a particular office or place, all identifiable plans, applications, grants or contract awards, reports, books, papers, or other documents maintained by the Contractor pertinent to activities supported by JABG funds shall be made promptly available on request to any person for inspection and copying. The Contractor shall comply with the terms and conditions of the Freedom of Information Act (5 U.S.C. 552).

19. Procurement of Services, Material, Supplies, and Equipment.

- a. Adequate and Effective Competition. The Contractor shall ensure adequate and effective competition is sought to the maximum practicable extent consistent with the value, nature, and specifications of services, materials, supplies, or equipment to be procured for the Project. Services, materials, supplies, or equipment shall be obtained in accordance with applicable state and local laws and regulations. The Contractor shall follow its own procurement procedures and regulations, provided that such procurement procedures conform to applicable federal law and standards identified in the procurement standards sections of 28 CFR Parts 66 and 70.
- b. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest and the appearance of collusion or conflict of interest.

20. Reports.

- a. JRA shall provide the Contractor with all required report forms.
- b. The Contractor shall submit Financial Report Forms, at its discretion either monthly or quarterly to the DSHS contact person listed on Page One of the Contract. When the Contractor submits its quarterly reports, the Financial Report Form shall be submitted for the quarters ending March 31, June 30, September 30, and December 31, within fifteen (15) days following the end of the respective quarter.
- c. The Financial Report Form shall include the following:
 - (1) Approved budget amounts per budget category in accordance with Exhibit C – Approved budget Summary;
 - (2) Actual costs incurred per budget category for the reporting period;
 - (3) Cumulative costs incurred per budget category for the reporting period;
 - (4) Remaining balance per budget category for the reporting period;
 - (5) Cash match being accounted for during the reporting period; and
 - (6) Contractor's requested reimbursement amount for the reporting period.

- d. The Contractor shall submit its Progress Report quarterly, together with the Financial Report Form, to the DSHS contact person listed on page one of the Contract. The Contractor shall submit Progress Reports for the quarters ending March 31, June 30, September 30, and December 31, and within fifteen (15) days following the end of the respective quarter.
- e. The Progress Report Form shall include a quarterly update on the:
 - (1) Outcomes achieved for the reporting period;
 - (2) Project(s) status for the reporting period;
 - (3) Changes in personnel or vacant JABG supported positions for the reporting period; and
 - (4) Any other pertinent Project information for the reporting period.
- f. The Contractor shall submit its final Financial Report and Progress Report not more than 60 days after the Program Agreement End Date.

STATEMENT OF WORK

1. **Contractor Name: Benton County**

2. **Project Name: Selective Aggression Probation**

3. **Contractor Use of Funds:**

a. The Contractor shall use the funds provided under this Program Agreement to:

(1) Fund a portion of one Probation Counselor II position.

b. The Contractor Shall:

(1) Provide one Probation Counselor II position, who shall:

(a) Train local law enforcement agencies to recognize Selective Aggression program (SAP) youth;

(b) Coordinate information with the Benton/Franklin County prosecutors to ensure reduction in the number of days between arrest and court filing; and

(c) Provide intensive supervision and monitoring of youth through reduced caseload ratio of 1:15 for a total of 15 youth in the program;

4. **Contract Project Dates.**

The project start date is September 1, 2005, with an estimated duration of 12 months, ending on August 31, 2006.

5. **Outcomes and Performance Measures**

a. The Contractor shall report:

(1) Number and percent of staff trained in accountability programming by:

- a. Number of staff trained; and
- b. Number of staff.

(2) Number of accountability program slots.

(3) Time in days from offender intake into the accountability program to receipt of a sanctions schedule by:

Average number of calendar days from enrollment to receipt of a sanctions schedule.

(4) Number and percent of youth referrals across departments, organizations, agencies, or units by:

- a. Number of cross-agency client referrals; and
- b. Number of client referrals.

(5) Number and percent of staff trained in accountability programming by

- a. Number of staff trained; and
- b. Number of staff.

(6) Time in hours from infraction to sanction by:

Average number of hours from infraction to sanction.

(7) Number of supervision meetings per youth per month by:

Average number of supervision meetings per youth per month.

(8) Number and percent of youth referrals across departments, organizations, agencies, or units by:

- a. Number of cross-agency client referrals; and
- b. Number of client referrals.

b. The Contractor shall review performance measures with the JAIBG Program Administrator, and evaluate, at a minimum of semi-annually, if the outcomes are being met.

(1) If the desired outcomes are not being met, adjustments to the project or outcomes shall be incorporated by an amendment; and

(2) Amendment shall be in writing and only signed by the authorizing personnel of each party.

Juvenile Accountability Block Grant

EXHIBIT B

OTHER PROVISIONS FOR SERVICES

Required Provisions.

The Contractor shall comply with the following required provisions for services:

- a. **Background Check/Criminal History Clearance.** In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
 - (1) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.
 - (2) The Contractor shall sign the JRA Acknowledgement of Additional Requirements to Report Criminal Convictions form, and shall submit the signed form to JRA with the signed Contract. The Contractor shall also document background checks/criminal history clearances for monitoring purposes.
- b. **Sexual Misconduct.** The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct form, provided by JRA.

Additional Provisions.

The Contractor shall comply with the following additional provisions, if the following areas are identified in its JABG application, Exhibit A – Statement of Work, Exhibit C – Approved Budget Summary, and/or Exhibit D – Approved Budget Detail:

- a. **Personnel and Benefits.** The Contractor shall maintain fiscal documentation of actual hours worked and costs which support the Financial Report Form's reimbursement requests for Personnel and Benefits.
- b. **Contractual Services.** The Contractor shall maintain fiscal documentation for all approved subcontracted contractual services, in accordance with Exhibit D – Approved Budget Detail, and costs which support the Financial Report Forms' reimbursement requests for Contractual Services.
- c. **Subcontracting.** No additional subcontracting of services shall occur, except as approved and allowed in accordance with Exhibit A -Statement of Work and Exhibit D – Approved Budget Detail, without the prior, written approval of JRA. The Contractor shall be responsible for the acts and omissions of any subcontractors.
- d. **Travel/Mileage Reimbursement.** The Contractor may follow their agency's own established travel/mileage rates, as long as the rates do not exceed the Washington State's allowable travel/mileage rates. If Contractor's rates do exceed the State's travel/mileage rates, the Contractor shall use the State's allowable travel/mileage rates, which are found at:

<http://www.ofm.wa.gov/policy/color1001.pdf> (travel inside Washington State)

<http://www.ofm.wa.gov/policy/1090a.pdf> (travel outside of Washington State)

- e. **Construction Requirements.** In the event work includes construction, the Contractor shall provide the JABG Program Administrator with a copy of the Bid Award for JRA approved Subcontractors for Construction Projects, along with supporting documentation of the Subcontractor bid proposal, and award selection process.
- f. **Equipment.** The Contractor shall comply with Section 17 – Project Equipment, for any and all equipment purchases.
- g. **Administrative.** Not more than 5% of the JABG allocation may be spent on administrative costs.

Juvenile Accountability Block Grant

EXHIBIT C

APPROVED BUDGET SUMMARY

CONTRACTOR NAME: Benton County

PROJECT NAME: Selective Aggression Probation

BUDGET CATEGORIES		SOURCE OF FUNDS		%
PERSONNEL AND BENEFITS	11,698	JABG ALLOCATION	10,528	90
CONTRACTUAL SERVICES		CASH MATCH	1,170	10
TRAVEL				
SUPPLIES				
EQUIPMENT				
OTHER GOODS AND SERVICES				
CONSTRUCTION				
TOTAL DIRECT COSTS	11,698			
ADMINISTRATIVE COSTS				
TOTAL PROGRAM COST	11,698	TOTAL PROGRAM FUNDS	11,698	100%

CONTRACTOR'S FINANCIAL OFFICER

NAME: Shannon Jones
ADDRESS: 5606 W. Canal Pl., Suite 106
CITY: Kennewick, WA 99336-1388
PHONE NUMBER: 509-736-2721
FAX: 509-736-2728
E-MAIL:

APPROVED BUDGET DETAIL

1. BUDGET DETAILS: PERSONNEL AND BENEFITS

BUDGET DETAILS: PERSONNEL AND SERVICES

This category is for services rendered by all personnel employed by the Contractor. Costs incurred include salaries, benefits, uniforms, and special clothing.

SALARIES AND WAGES: Payment for personal services rendered in accordance with rates, hours, terms and conditions as authorized by law or stated in employment contracts.

OVERTIME, HAZARDOUS DUTY, ETC.

PERSONAL BENEFITS: FICA, retirement, insurance, etc.

UNIFORMS AND CLOTHING: Only uniforms for special clothing required by the nature of the employment and paid for by the employer may be listed.

NOTE: Project funds may not be used to pay a percentage of the compensation of any person who was employed by the Contractor agency before the project starting date without prior specific authorization for the department separate from the grant approval. Specific authorization is not required if a person currently employed by the Contractor is transferred from his/her prior position to the project, if the transfer creates a personnel vacancy to be filled by hiring a new employee.

LIST POSITION TITLED	ANNUAL SALARY	PERCENT OF TIME TO PROJECT	ITEM TOTAL
Probation Counselor II - Salary	41,947	19%	7,970
Benefits	13,412	19%	2,558
Cash Match - Salary	41,947	2.11%	887
Cash Match benefits	13,412	2.11%	283
CATEGORY TOTAL			11,698

JUSTIFICATION AND EXPLANATION

Justify all positions in terms of days and/or hours required to support the Juvenile Crime Enforcement Plan. Calculate fringe benefits for each position or class of positions.

Probation Counselor II: Essential position to provide intensive monitoring and case management services to serious, violent, repeat offenders. Will facilitate Aggression Replacement Training and skill building for SAP youth. Will work with law enforcement and prosecutors to coordinate program services to SAP youth.

BUDGET DETAILS: CONTRACTUAL SERVICES

**EVALUATION/RESEARCH
LEGAL
ACCOUNTING
MEDICAL AND HEALTH SERVICES
AUDITING
SOCIAL SERVICES
DATA PROCESSING**

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

Justify all personal services contracts related to the Juvenile Crime Enforcement Plan. Include the method of selecting contractors.

APPROVED BUDGET DETAIL

BUDGET DETAILS: TRAVEL

Travel costs are for domestic travel. Contractors may follow their own established rate for staff travel as long as the rate does not exceed the allowable state rate. If Contractor's rates do exceed the State's travel/mileage rates, the Contractor shall use the State's allowable travel/mileage rates, which are found at:

<http://www.ofm.wa.gov/policy/color1001.pdf> (travel inside Washington State)

<http://www.ofm.wa.gov/policy/1090a.pdf> (travel outside of Washington State)

The allowable state rate for mileage will be used. Airfare should be the lowest coach fare.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

APPROVED BUDGET DETAIL

This category is for articles and commodities that are consumed or materially altered when used. The following are types of supplies.

OFFICE SUPPLIES: For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes.

OPERATING SUPPLIES: For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing.

REPAIR AND MAINTENANCE SUPPLIES: For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.

Under ITEMIZED LISTING enter the description of the item. Under UNIT enter the unit used to determine the cost for the item. Under UNIT COST enter the cost per unit. For ITEM TOTAL enter the total cost for the item during the project period.

[illegible]

Justify supplies in terms of the Juvenile Crime Enforcement Plan.

APPROVED BUDGET DETAIL

BUDGET DETAILS: EQUIPMENT

This category is for non-expendable outlays that result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category.

MACHINERY AND EQUIPMENT: For example, communications equipment (typewriter, microcomputer), janitorial, laboratory, office furniture and equipment, heavy-duty work equipment, and other machinery and equipment. Some equipment purchases may require prior federal approval.

NOTE: Exclude small tools.

In the first column, ITEMIZED LISTING, enter the words describing the cost item. In the second column, enter the unit used to determine the cost for the item. In the third column, enter the unit cost. In the fourth column, enter the total cost for the item during the project period.

[illegible]

JUSTIFICATION AND EXPLANATION

Justify all items of non-expendable property budgeted under the Capital Outlay as essential to achieve the Juvenile Crime Enforcement Plan. The methods of estimating or calculating costs must be given; e.g., "price quoted for microcomputer is the lowest of three competitive bids obtained."

APPROVED BUDGET DETAIL

BUDGET DETAILS: CONSTRUCTION

In the first column, ITEMIZED LISTING, enter the words describing the cost item. In the second column, enter the unit used to determine the cost for the item. In the third column, enter the unit cost. In the fourth column, enter the total cost for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify construction in terms of the Juvenile Crime Enforcement Plan.

Juvenile Accountability Block Grant

EXHIBIT 10

APPROVED BUDGET DETAIL

APP

21. BUDGET DETAILS: OTHER GOODS AND SERVICES

This category is for goods and services

This category is for goods and services not described in the previous budget categories.

[illegible]

JUSTIFICATION AND EXPLANATION

CATEGORY TOTAL

Juvenile Accountability Block Grant

EXHIBIT D

APPROVED BUDGET DETAIL

1. BUDGET DETAILS: ADMINISTRATIVE COSTS

This category is for indirect costs of administering the grant program and services.

Under ITEMIZED LISTING enter the word or words that describe the cost item (i.e., postage). Under UNIT enter the unit used to determine the cost for the item (i.e., square feet, mile, etc.). Enter the unit costs in the third column. In the fourth column enter the total costs for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify administrative costs in terms of the Juvenile Crime Enforcement Plan. Include the method used to calculate the cost of each item.

FRANKLIN COUNTY RESOLUTION NO. 2005 329

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AMEND FRANKLIN COUNTY RESOLUTION 2005-265 AND APPROVE THE DSHS AND COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS, CONTRACT NUMBER 0583-72025, EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2006

WHEREAS, the Department of Social and Health Services submitted an agreement for signature on the General Terms and Conditions for a July 1, 2005 effective date; and

WHEREAS, concerns were voiced regarding the Indemnification and Hold Harmless section and Subcontracting clause; and

WHEREAS, DSHS proposed and county representatives agreed to carry forward the existing language on the Indemnification and Hold Harmless and Subcontracting clauses into the new agreement for a one year time period, July 1, 2005 through June 30, 2006, to allow continued deliberation and resolution of the terms and conditions relating to indemnification and subcontracting; and

WHEREAS, the County signed said Agreement, modifying the language in Section 21, Subcontracting Clause; and

WHEREAS, DSHS notified the Board they could not execute the Agreement as modified and requested signature on the contract without modifications; and

WHEREAS, the Franklin County Chief Civil Deputy Prosecutor advised the Board to sign said agreement, to allow continued deliberation; 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 agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes amending Franklin County Resolution 2005-265 and approving the DSHS and County Agreement on General Terms and Conditions, Contract Number 0583-72025, 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 agreement on behalf of the Board.

APPROVED this 8th day of August 2005.

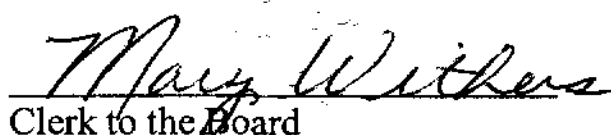
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board



DSHS and COUNTY **AGREEMENT ON** **GENERAL TERMS AND** **CONDITIONS**

DSHS Contract Number

0583-72025

These General Terms and Conditions are between the State of Washington Department of Social and Health Services (DSHS) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supercede and replace any previously executed General Terms and Conditions as of the start date below.

County Contract Number

TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

START DATE: July 1, 2005**END DATE:** June 30, 2006

COUNTY NAME

Franklin County

DSHS INDEX NUMBER

1219

COUNTY ADDRESS

1016 North 4th Ave

Pasco, WA 99301

COUNTY TELEPHONE

(509) 545-3535 Ext:

COUNTY FAX

() -

DSHS CENTRAL CONTRACT SERVICES ADDRESS

Central Contract Services

P.O. Box 45811

Olympia, WA 98504-5811

DSHS CENTRAL CONTRACT SERVICES TELEPHONE

(360) 664-6200

By their signatures below, the parties agree to these General Terms and Conditions.

COUNTY SIGNATURE(S)

DATE(S)

PRINTED NAME(S) AND TITLE(S)

TELEPHONE NUMBER
(INCLUDE AREA CODE)

8/8/05

Frank H. Brock, Chair
Franklin County Board
of Commissioners

509-545-3535

DSHS SIGNATURE

DATE

PRINTED NAME AND TITLE

TELEPHONE NUMBER
(INCLUDE AREA CODE)

8/11/05

Susan Bush
Contracts Administrator

(360) 664-6071

Approved as to Form:

Ryan E. Verhulp

Franklin County Deputy PA

2005 329

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

- a. "Agreement" means this DSHS and County Agreement on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.
- b. "Central Contract Services" means the DSHS statewide agency headquarters contracting office, or successor section or office.
- c. "CFR" means *Code of Federal Regulations*. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>
- d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
- e. "County" means the political subdivision of the State of Washington named above performing services pursuant to this Agreement and any Program Agreement and includes the County's officers, employees, and authorized agents.
- f. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- g. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the State of Washington and its Secretary, officers, employees, and authorized agents.
- h. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
- i. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the County, under this Agreement, and its subsidiary Program Agreements.
- j. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- k. "Program Agreement" or "County Program Agreement" means a written agreement between DSHS and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DSHS.
- l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://slc.leg.wa.gov>

- m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
 - n. "Subcontract" means a separate contract between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
 - m. "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Agreement, and any Program Agreement, shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>
 - n. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>
2. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 3. **Assignment.** Except as otherwise provided herein, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the County's obligations by the third party.
 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DSHS shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 5. **Compliance with Applicable Law.** At all times during the term of this Agreement, and any Program Agreement, the County and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
 6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of any Program Agreement only for the purpose of that Program Agreement. DSHS and the County shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of the Program Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Program Agreement that provided the information.
 7. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

8. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
9. **Disputes.** Disputes between the parties shall be determined by a Dispute Board in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo. A Program Agreement may supplement, but not contravene, this section.
10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. Upon execution, any Program Agreement shall be *considered incorporated by reference*. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
11. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the County against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
12. **Indemnification and Hold Harmless.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement and any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement.
13. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DSHS or the State of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The County shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of

business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or *maintains insurance coverage as required in any Program Agreements*. The County shall pay for losses for which it is found liable.

16. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DSHS and all expenditures made by the County to perform as required by this Agreement.

For the same period, the County shall maintain records sufficient to substantiate the County's statement of its organization's structure, tax status, capabilities, and performance.

17. **Operation of General Terms and Conditions.** These General Terms and Conditions are incorporated by reference into each Program Agreement between the County and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

18. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and State of Washington statutes and regulations;
- b. this Agreement;
- c. the Program Agreement(s).

19. **Ownership of Material.** Material created by the County and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform the Program Agreement but is not created for or paid for by DSHS is owned by the County and is not "work made for hire"; however, DSHS shall have a perpetual

license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the County has a right to grant such a license.

20. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds any provision of this Agreement or Program Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement or any Program Agreement.
21. **Subcontracting.** The County may subcontract services to be provided under this Agreement, unless otherwise specified in a Program Agreement. The County shall be responsible for the acts and omissions of its subcontractors.
22. **Subrecipients.**
- a. General. If the County is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the County shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C D E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and

regulations.)

- b. **Single Audit Act Compliance.** If the County is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the County shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County shall:

- (1) Submit to the DSHS contact person, listed on the first page of the Program Agreement, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."

- c. **Overpayments.** If it is determined by DSHS, or during the course of the required audit, that the County has been paid unallowable costs under this Agreement or any applicable Program Agreement, DSHS may require the County to reimburse DSHS in accordance with OMB Circular A-87.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Ownership of Material, Termination for Default, Termination Procedure, and Title to Property.

24. Termination Due to Change in Funding. If the funds upon which DSHS relied to establish any Program Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, DSHS may terminate the Program Agreement by providing at least five (5) business days' written notice to the County. The termination shall be effective on the date specified in the notice of termination.

25. Termination for Convenience. The Contracts Administrator may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice. The County may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811.

26. Termination for Default.

- a. The Contracts Administrator may terminate this Agreement and/or any Program Agreement for default, in whole or in part, by written notice to the County, if DSHS has a reasonable basis to believe that the County has:

- (1) Failed to meet or maintain any requirement for contracting with DSHS;
- (2) Failed to perform under any provision of this Agreement or any Program

Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the Contracts Administrator may terminate this Agreement or any Program Agreement for default, DSHS shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the agreement. The Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the County has a reasonable basis to believe that DSHS has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within ten (10) working

days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps protect and preserve any property of DSHS that is in the possession of the County pending return to DSHS.

- c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
- d. If the Contracts Administrator terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the County that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 28. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. Title to Property.** Title to all property purchased or furnished by DSHS for use by the County during the term of this Agreement shall remain with DSHS. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DSHS under this Agreement shall pass to and vest in DSHS. The County shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Agreement termination or expiration, reasonable wear and tear excepted.
- 30. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL



CONTRACTOR INTAKE – PART A

CONTRACTOR SPECIFIC INFORMATION

This is NOT a contract. Part A requires general information about the contractor.
This form must be completed, signed and submitted before any contract is offered.

1. CONTRACTOR INFORMATION																									
CONTRACTOR NAME Franklin County																									
2. How is your business organized? Governmental Entity Change to:																									
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation, for profit <input type="checkbox"/> Corporation, non-profit (attach copy of 501(c) status) <input checked="" type="checkbox"/> Governmental Entity <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Company																									
Fill in the tax ID number you use to pay your business taxes: (mandatory, for tax purposes) Sole Proprietor - Social Security (SSN): 916001315 Other - Employer Identification Number (EIN): 916001315	Have you had any contract to provide services terminated for default? If so, please attach a list of each terminated contract with an explanation of the situation involved. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
Is your fiscal year end the same as the calendar year? (January through December)? 12/31 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If the answer is no, what is your fiscal year end date? 06-30																									
What is your Washington State Uniform Business Identifier (UBI) Number? (Please attach a copy of your Washington State business license.) <div style="text-align: center;">113-003-194</div>	If you do not have a UBI Number, state why you are exempt from registering your business with the State of Washington.																								
Completion of this section with the following information is optional. Please indicate your race or culture. Check only one group. If you are of more than one race, please check "Other Race."																									
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Indian (American)</td> <td><input type="checkbox"/> Eskimo</td> <td><input type="checkbox"/> Aleut</td> <td><input type="checkbox"/> Asian Indian</td> <td><input type="checkbox"/> Cambodian</td> <td><input type="checkbox"/> Chinese</td> </tr> <tr> <td><input type="checkbox"/> Filipino</td> <td><input type="checkbox"/> Guamanian</td> <td><input type="checkbox"/> Hawaiian</td> <td><input type="checkbox"/> Japanese</td> <td><input type="checkbox"/> Korean</td> <td><input type="checkbox"/> Laotian</td> </tr> <tr> <td><input type="checkbox"/> Samoan</td> <td><input type="checkbox"/> Vietnamese</td> <td><input type="checkbox"/> Other Asian/Pacific Islander</td> <td><input type="checkbox"/> Black/African-American</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> White/Caucasian</td> <td><input type="checkbox"/> Other Race</td> <td colspan="4"></td> </tr> </table>		<input type="checkbox"/> Indian (American)	<input type="checkbox"/> Eskimo	<input type="checkbox"/> Aleut	<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Chinese	<input type="checkbox"/> Filipino	<input type="checkbox"/> Guamanian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Japanese	<input type="checkbox"/> Korean	<input type="checkbox"/> Laotian	<input type="checkbox"/> Samoan	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Other Asian/Pacific Islander	<input type="checkbox"/> Black/African-American			<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Other Race				
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<input type="checkbox"/> Samoan	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Other Asian/Pacific Islander	<input type="checkbox"/> Black/African-American																						
<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Other Race																								
Are you Spanish, Hispanic, or Latino(a)? If yes, please check one box below. <input type="checkbox"/> Mexican, Mexican-American, or Chicano <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other Spanish/Hispanic/Latino(a)																									
CONTRACTOR MAILING ADDRESS 1016 North 4th Ave Pasco, WA 99301																									
CONTRACTOR E-MAIL ADDRESS pshults@co.franklin.wa.us																									
CONTRACTOR PHONE (509) 545-3535 Ext:	CONTRACTOR FAX () - 509-545-3573																								
3. Do any of the following descriptions apply to your business? If so, please check those that apply. Completion of this section is optional.																									
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Certified, for profit Minority-Owned Business Enterprise (MBE) Certification Number: <input type="checkbox"/> Non-certified, for profit Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Community-Based Organization (CBO) (25% of the Board of Directors of the CBO are minorities representing the population whom the CBO serves) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Certified, for profit Woman-Owned Business Enterprise (WBE) Certification Number: <input type="checkbox"/> Non-certified, for profit Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Owned by person(s) with disabilities <input checked="" type="checkbox"/> None of the above apply </td> </tr> </table>		<input type="checkbox"/> Certified, for profit Minority-Owned Business Enterprise (MBE) Certification Number: <input type="checkbox"/> Non-certified, for profit Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Community-Based Organization (CBO) (25% of the Board of Directors of the CBO are minorities representing the population whom the CBO serves)	<input type="checkbox"/> Certified, for profit Woman-Owned Business Enterprise (WBE) Certification Number: <input type="checkbox"/> Non-certified, for profit Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Owned by person(s) with disabilities <input checked="" type="checkbox"/> None of the above apply																						
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CONTRACTOR CONTACT NAME Frank Brock <i>Frank A Brock</i>	CONTRACTOR CONTACT EMAIL ADDRESS pshults@co.franklin.wa.us																								
CONTRACTOR CONTACT PHONE (509) 545-3535 Ext:	CONTRACTOR CONTACT FAX () - 509-545-3573																								



CONTRACTOR INTAKE – PART B CONTRACT SPECIFIC INFORMATION

This is NOT a contract. Part B requires information specific to the contract you wish to negotiate. A contract cannot be issued without this information.

CONTRACTOR DBA (if any) FOR THIS CONTRACT Benton Franklin Counties' Department of Human Services	
CONTACT PERSON FOR THIS CONTRACT Frank Brock Dave Hopper	CONTACT PERSON EMAIL ADDRESS FOR THIS CONTRACT -pshulls@co.franklin.wa.us dave@bfdhs.org
CONTACT PERSON PHONE FOR THIS CONTRACT (509) 545-3535 Ext:- 783-5284	CONTACT PERSON FAX FOR THIS CONTRACT () - 509-783-5981
MAILING ADDRESS FOR THIS CONTRACT (if different from mailing address in PART A) 7207 W. Deschutes Avenue Kennewick, WA 99336	
BILLING ADDRESS FOR THIS CONTRACT (if applicable if different from mailing address in PART A) 7207 W. Deschutes Avenue, Kennewick, WA 99336	
FACILITY ADDRESS FOR THIS CONTRACT (if applicable) 7207 W. Deschutes Avenue Kennewick, WA 99336	
<p>RCW 42.52.120(2)</p> <p>If you are a business owner, please provide a list of your business partners, directors, officers, managers, or members. Include their names and positions.</p>	
<p>Are any of your business partners, directors, officers, managers, or members also officers or employees of the State of Washington? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">N/A</p> <p>If YES, those persons who are also officers or employees of the State of Washington must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake form.</p>	
<p>If you are a state proprietor, are you an officer or employee of the State of Washington?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>N/A</p> <p>If YES, and if your contract was not awarded as part of an open and competitive bid process OR if the process was open and competitive and the only bid received was from you, then you must obtain approval from the Executive Ethics Board prior to signing your contract with DSHS. RCW 42.52.120(2)(b) and (c). Contact the Executive Ethics Board at (360) 664-0871 or by e-mail at ethics@atg.wa.gov.</p> <p>Check whichever of the following boxes applies:</p> <p><input type="checkbox"/> I am a state officer or employee. My contract was obtained as part of an open and competitive bid process and my bid was not the only bid received.</p> <p><input type="checkbox"/> I am a state officer or employee. My contract was not obtained through an open and competitive bid process OR my bid was the only one received. A copy of my Executive Ethics Board approval is attached.</p> <p>Note regarding honoraria: Current state officers and employees contracting with DSHS for a speech, appearance, article, or similar item or activity in connection with their official role may be exempt from obtaining Executive Ethics Board approval if the payment is not prohibited under RCW 42.52.130(2). Contact your DSHS program representative for clarification.</p>	
<p>If you are a business owner, are you an officer or employee of the State of Washington and will those employees perform work that your business is required to perform under your contracts with DSHS?</p>	
<p><input type="checkbox"/> YES <input type="checkbox"/> NO If YES, <u>attach a list</u> of those employees who are also officers or employees of the State of Washington and will be performing work that your business is required to perform under your contracts with DSHS. In addition, those employees must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake form.</p> <p style="text-align: center;">N/A</p>	
<p>7. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.</p>	
Contractor Signature <i>Frank H. Brock</i>	Date 6-29-05
Printed Name Frank H. Brock	Title Franklin County Chairman, Board of Commissioners

August 8, 2005



STATE OF WASHINGTON

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

P.O. Box 45030, Olympia, Washington 98504-5030

July 25, 2005

RECEIVED
FRANKLIN COUNTY COMMISSIONERS

cc: RYAN VERHULP

AUG 1 2005

Franklin County
Office of County Commissioners
1016 North Fourth Avenue
Pasco, WA 99301

RE: Department of Social and Health Services (DSHS) and County Agreement on
General Terms and Conditions

Dear Commissioners:

On July 1, 2005, we received your county's signed originals of the DSHS and County Agreement on General Terms and Conditions. We cannot execute the Agreement as modified by your county and are returning these documents to you.

I recognize your dissatisfaction with Section 21. As previously stated, I am fully committed to working with your representatives in the upcoming months to try and reach mutual agreement on these sections of the Agreement. To that end, I am enclosing two new originals of the Agreement and am asking you to sign and return them to DSHS without modification.

The Department of Social and Health Services has fully executed the Agreements with other counties who returned them under various conveyance letters requesting clarification or posing interpretations. However, your county is only one of three that submitted signed Agreements with striking modifications. We have not signed the other County's modified Agreement either.

While some counties' conveyance letters raised concerns regarding Sections 12 and 21 of the Agreement, these concerns are illustrative of the issues voiced in the negotiations between DSHS and the counties. These concerns represent the areas we need to work to resolve when we reengage negotiations toward a new Agreement. However, it is the position of DSHS that the signed Agreement effectuates the terms and conditions, and the cover letters do not modify the Agreement and do not bind DSHS to a particular interpretation of the Agreement. This is consistent with Section 10 of the Agreement.

As to the Agreement with your County, the negotiated language in Section 21 cannot be altered. To do so would be unfair to the remaining counties who signed the Agreement as drafted. It would also put the Department in the unacceptable position of allowing Adams County to operate under different terms and conditions than other counties.

August 8, 2005

Franklin County Commissioners
July 25, 2005
Page 2

Before the end of this month, I will present a proposed approach with timelines to our forthcoming negotiations to your representatives in the Washington State Association of Counties and the Washington Association of Prosecuting Attorneys, Jean Wessman and Tom McBride, respectively. I will ask that Jean and Tom share this information with you for your review and response so that we can move forward with timely discussions.

The Department of Social and Health Services is committed to moving forward with a meaningful and thoughtful process to effect a new 2006 Agreement on General Terms and Conditions well ahead of the 12 months we've given ourselves to accomplish this task. I again ask that you sign the two enclosed copies of the Agreement and return them to DSHS as quickly as possible and commit your efforts to continue productive negotiations.

Sincerely,



Kathleen Brockman
Chief Administrative Officer

Enclosures

cc: Sherry McNamara
Steve Young
Sue Bush
Carrie Bashaw
Jean Wessman
Tom McBride

EXHIBIT 3
Franklin County Auditor

August 8, 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

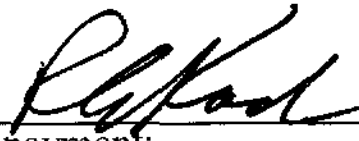
August 5, 2005

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.

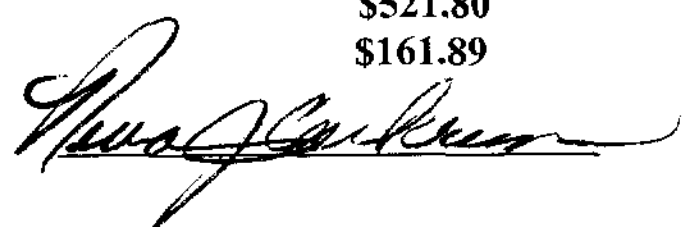
Action: As of this date, August 5, 2005

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>
Jail Commissary	2086-2089	\$3,702.66
Election Equipment Revolving	274	\$284.18
Law Library	949	\$193.47
Veteran's Assistance	1231-1234	\$2,599.46
Current Expense	46259-46292	\$17,404.49
Current Expense	46293-46321	\$23,770.64
Current Expense	46322-46353	\$10,684.94
Sheriff's Narcotic Trust	234-235	\$521.80
Boating Safety	360	\$161.89

In the amount of \$59,323.53. 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

ORDINANCE NUMBER 5-2005

AN ORDINANCE RELATING TO THE IMPOSITION OF A SURCHARGE ON SUPERIOR COURT TITLE 26 RCW FILING FEES AND IMPOSITION OF USER FEES TO IMPLEMENT A COURTHOUSE FACILITATOR PROGRAM FOR PRO SE LITIGANTS AND REPEALING ORDINANCE NUMBER 2-94 (ORIGINALLY SIGNED AS ORDINANCE NUMBER 1-94 A CORRECTION WAS APPROVED AND RENUMBERED IT AS 2-94) PASSED ON FEBRUARY 22, 1994

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

SECTION 1 PURPOSE

The purpose of this chapter is to provide for revenue to be used to pay for the expenses of a Courthouse Facilitator Program created to provide basic services to pro se litigants in family law cases as authorized by Chapter 26.12 RCW.

SECTION 2 DEFINITIONS

The following definitions shall apply for the purposes of this chapter:

- (a) "Courthouse Facilitator Program" means the program created pursuant to Chapter 26.12 RCW to provide basic services to pro se litigants in family law cases.
- (b) "Facilitator" means a service provider to pro se litigants under Title 26.12 RCW.
- (b) "Family law cases" means Superior Court cases filed under Title 26 RCW.
- (c) "Pro se litigant" means the person engaged in a legal proceeding who is representing himself/herself in the proceeding.
- (d) "Surcharge" means the extra amount charged as authorized by Chapter 26.12 RCW.
- (e) "User fees" means the fees charged for use of the facilitator by pro se litigants as authorized by Chapter 26.12 RCW.

SECTION 3 SURCHARGE IMPOSED

There is hereby imposed a surcharge of \$20.00 on each and every Superior Court case filed under Title 26 RCW.

SECTION 4 USER FEES IMPOSED

There is hereby imposed upon each pro se litigant who utilizes the services of a facilitator under the courthouse facilitator program the following user fees. An initial user fee of twenty-five dollars (\$25.00) shall be imposed for the first use of a facilitator on a

family law case. A subsequent user fee of fifteen dollars (\$15.00) shall be imposed for subsequent uses of a facilitator on the same family law case. Each family law case is assigned a separate cause number and each separate cause number shall be considered a separate family law case each subject to the above referenced initial and subsequent user fees as authorized by Chapter 26.12 RCW.

SECTION 5 ADMINISTRATION AND COLLECTION

The administration and collection of the surcharge and user fees imposed by this chapter shall be in accordance with the provisions of Chapter 26.12 RCW.

SECTION 6 ACCOUNT CREATED

There is hereby created a separate account for the deposit of monies collected as authorized by this chapter. The monies deposited to such account shall be used to pay for the expenses of the Courthouse Facilitator Program.

SECTION 7 SEVERABILITY

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

SECTION 8 EFFECTIVE DATE

This ordinance shall take effect 8 August, 2005.

WHEREAS, this ordinance repeals and replaces Ordinance 2-94, passed February 22, 1994.

PASSED this 8 day of August, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock
Frank H. Brock, Chairperson

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

By: R. E. Verhulp
Ryan E. Verhulp
Deputy Prosecuting Attorney

df

REQUEST FOR WAIVER OF CHIAWANA PARK USAGE FEES

ORGANIZATION REPRESENTED: YMCA
BY APPLICANT: James R. Dawson
TITLE: Coach SIGNATURE: [Signature]
ADDRESS 4508 N 44th St DATE REQUESTED 8-8-05
Pasco, WA 99301 LOCATION Chiwana
NO. IN PARTY 25-50
PHONE NUMBER 545-3174 PARK FEE \$

Reason for Waiver: Non-Profit organization For Kids

The above Request for Waiver has been granted by the Board of County Commissioners,
Franklin County, Washington.

Dated the 8 day of August, 2005.

Approved:

[Signature]
Chair

[Signature]
Chair Pro Tem

[Signature]
Member

Attest:

[Signature]
Clerk of the Board

OUT-OF-COUNTY TRAVEL REQUEST

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

Name: DARREL FARM SWORTH
 Dates: AUG 21-22-23-24 2005
 Destination: PEORIA ILLINOIS
 Purpose: CATERPILLAR GOVERNMENT SEMINAR
 Account/Budget # _____

ESTIMATED EXPENSE

Mileage _____ Miles @ _____ Per Mile \$ _____
 Meals..... \$ _____
 Lodging..... \$ _____
 Registrations, Fares \$ _____
 Supplies \$ _____
TOTAL..... \$ 0

Recommended: [Signature]
 (Elected Official/Dept. Head)

8-8-05
 (Date)

[Signature]

- E. The person who has received advance travel monies must return any unexpended monies, a "Claim for Expenses Form" signed, and all necessary original receipts to the Treasurer's office within 10 days of the end of the official business conducted. (Ten days is the maximum allowed time. It is preferred that settlement of the travel claim occur upon return to work.)

ADVANCED TRAVEL

(TO BE FILLED OUT BY TREASURER'S OFFICE)

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

Received by: _____