

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for August 29, 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** - Mr. Koch: I move we accept the consent agenda for August 29, 2005:

1. Approval of **Resolution 2005-350** for an intra budget transfer in the amount of \$1,200 within the 2005 Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.49.0002 (Books/Subscriptions) to line item 524.20.49.0003 (Tuition/Schooling). (Exhibit 1)
2. Approval of **Resolution 2005-351** authorizing the County to pay half the monthly base charge for Rick Garza's personal cell phone. (Exhibit 2)
3. Approval of **Resolution 2005-352** authorizing payment of one-half the monthly base charge for personal cell phones for Troy Woody and Tom Hewitt. (Exhibit 3)
4. Approval of **joint Resolution 2005-353** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Federal Grant Contract I-100-00605 between the Office of Juvenile Justice (OJJ) and the Benton-Franklin Counties Juvenile Justice Center, to provide funds for Regional Program Development, for a term commencing July 1, 2005 and terminating June 30, 2006. (Exhibit 4)
5. Approval of **joint Resolution 2005-354** in the matter of appointing Jon Lindeman to the Mental Health Advisory Board to represent Benton and Franklin Counties, effective through December 31, 2007. (Exhibit 5)
6. Approval of **joint Resolution 2005-355** in the matter of appointing Melody Otness to the Mental Health Advisory Board to represent Benton and Franklin Counties, effective through December 31, 2006. (Exhibit 6)
7. Approval of **joint Resolution 2005-356** in the matter of appointing James Renner to the Mental Health Advisory Board to represent Benton and Franklin Counties, effective through December 31, 2005. (Exhibit 7)

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8. Approval of **joint Resolution 2005-357** in the matter of appointing Debby Sprong to the Mental Health Advisory Board to represent Benton and Franklin Counties, effective through December 31, 2007. (Exhibit 8)
9. Approval of **joint Resolution 2005-358** in the matter of appointing Linda Waite to the Mental Health Advisory Board to represent Benton and Franklin Counties, effective through December 31, 2007. (Exhibit 9)
10. Approval of County Road Fund payroll in the amount of \$65,821.76 and Motor Vehicle Fund payroll in the amount of \$9,671.20 for pay period ending August 25, 2005.
11. Approval of **Resolution 2005-359** amending Franklin County Resolution 2005-331 and approving the IBM Agreement for Service from an IBM Business Partner, Contract Number A889J8, and Statement of Work for Services Acquired from an IBM Business Partner, Customer Number TTEP89J8, for a five-year term effective October 1, 2005 through September 30, 2010, and authorizing the Chairman to sign said contracts on behalf of the Board. (Exhibit 10)

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

Washington Counties Risk Pool

The Board discussed the insurance deductible amount. Mrs. Corkrum said the premium will go down \$68,000 if the county chooses a \$100,000 deductible. She said the majority of our claims are under the current \$25,000 deductible. Three claims have been large. Over the years we would have saved money with the higher deductible. Mr. Brock said he feels the county needs to be very careful because one large claim could cost a lot. Mr. Brock said the amount would have to be saved in an unlockable account. Mrs. Corkrum said it is required by law to do that. Mr. Koch expressed concern about some current pending claims that could cost the county a lot.

Vouchers/Warrants

**Motion** – Mrs. Corkrum: I move for approval of payment of vouchers as listed: Current Expense warrants 46538 through 46544 for \$2,552.37; Current Expense warrants 46545 through 46581 for \$32,143.28; Current Expense warrants 46582 through 46636 for \$59,873.29; Current Expense warrant 46637 for \$10.62; Current Expense warrants 46638 through 46664 for \$3,781.69; TRAC warrant 8773 for \$.93; Jail Commissary warrants

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2090 through 2094 for \$4,661.67; and Law Library warrants 950 through 952 for \$4,445.03; for a total of \$107,468.88. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 11)

**Motion** – Mr. Koch: I move for approval of payment of vouchers as listed: Veteran's Assistance warrants 1236 through 1239 for \$2,229.35; Current Expense warrants 46665 through 46669 for \$378.19; Election Revolving warrants 275 through 276 for \$893.17; for a total of \$3,500.71. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 12)

**Motion** – Mr. Koch: I move for approval of payment of the following Salary Clearing payroll vouchers/warrants: Warrants 38153 through 38265 for \$169,285.13; warrants 38266 through 38276 for \$162,934.71; and Direct Deposit for \$198,411.58; for a total of \$530,631.42. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 13)

The following amounts are also included on the cover sheet:

Emergency Management Payroll warrants 7384 through 7394 for \$3754.24; warrants 7395 through 7403 for \$4071.94; and Direct Deposit for \$6698.01; for a total of \$14,524.19; and

Irrigation Payroll warrants 11063 through 11076 for \$7572.79 and warrants 11077 through 11084 for \$4029.97; for a total amount of \$11,602.76.

## **PUBLIC WORKS**

Engineer Tim Fife met with the Board.

### **Vouchers**

**Motion** – Mr. Koch: I move to approve Motor Vehicle and Public Works Equipment Fund vouchers for \$28,984.10. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 14)

### **Interagency Agreement between State of Washington Department of Ecology and Franklin County Solid Waste**

Mr. Fife asked for approval of the grant application for litter pickup work.

**Motion** – Mr. Koch: I move that we accept Interagency Agreement between the State of Washington Department of Ecology and Franklin County Solid Waste. This is Resolution 2005-360. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 15)

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Authorizing Resolution for Interagency Committee for Outdoor Recreation (IAC)

Mr. Fife asked for approval of a resolution that is required stating where funding will come from before he makes a presentation to the IAC.

**Motion** – Mrs. Corkrum: I move approval of Resolution 2005-361. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 16)

Parks

Mr. Fife said the county currently has several park properties, including a piece near Road 100 and the Road 48 soccer fields. The City of Pasco and the Pasco School District both have expressed interest in purchasing the Road 48 soccer fields.

Public Works Trust Fund (PWTF)

Franklin County did not get funded this year. Mr. Fife found out the state diverted \$76 million as their money and put it on projects that the state legislature wanted done so the PWTF did not have as much funding as normal.

Mr. Brock asked about 6050 legislation to divert money out of the PWTF that would come back to the county in some form. Mr. Fife has not heard how the funding has been distributed. He thinks most of it is through economic development for jobs. He does not know if it is a one-time or permanent diversion.

Personnel

Mr. Fife reported on recent personnel changes.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Affordable Housing Funds

Mr. Verhulp had previously sent the Board a letter about administration of affordable housing funds by another entity on the county's behalf. He said if it can be reasoned that the Housing Authority is receiving funds to administer the program and the funds are used for housing, it may be possible to use the Housing Authority to administer the funds.

Mr. Koch said another option is to have a volunteer board to administer the use of the funds. He realizes it would be difficult to find volunteers.

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The county auditor is allowed to keep 5% of the funds for administrative costs.

Mr. Verhulp said other counties have not chosen to hire another entity or allot funds for another entity to administer the funds. Mr. Brock said in other counties, whoever picked it up seemed to have some expertise in housing. He is concerned about having the county have to be the main bookkeeping body instead of a pass-through.

Mrs. Corkrum expressed concern about people deciding where the funds are needed without having expertise. She thinks the Housing Authority understands the laws.

Mrs. Corkrum asked could we take the percentage designated to the auditor and pay the Housing Authority. Mr. Brock and Mr. Verhulp said by law it cannot be done.

Claim

The Board reviewed a claim for \$210.67 submitted on July 21. Investigation by Road Superintendent Ron Horne was also reviewed. Quintin Richard Laubach claims his vehicle struck a loose monument which caused damage to his tire. Mr. Horne is recommending denial of the claim.

**Motion** – Mrs. Corkrum: I move we deny the claim. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 17)

**Motion** – Mrs. Corkrum: I move approval of Resolution 2005-362 regarding denial of claim for damages. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 18)

Auditor Zona Lenhart joined the audience.

Risk Pool Deductible

Mrs. Corkrum said we may not be able to go higher on the deductible amount because of all the claims. Mr. Brock said even though it sounds economic to go with a higher deductible, we may not be able to do it. Mr. Verhulp has reviewed recent matters that have a significant statute of limitations left that may impact the county to a considerable degree if claims are filed on them in the future.

Sheriff's Vehicle accident

The county has not received a claim for damages for an accident in which a sheriff's vehicle was involved.

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**AUDITOR**

Auditor Zona Lenhart met with the Board.

Department Update

Sequoia has agreed to sell voting equipment to the county for replacement of punch card voting machines. However, they don't finance anything. The state has set aside through Federal money about \$250,000 that Franklin County will get. That leaves \$200,000 unfunded. We're going to apply for the full amount of the grant. Some counties have been given the full amount. Mr. Brock asked how do they determine if they give you the full amount? Ms. Lenhart said Secretary of State Sam Reed has final authority.

Ms. Lenhart intends to pay for the new equipment out of the Elections Revolving Fund ultimately, which has a current balance of \$75,000. Sequoia wants all of their money on installation of the equipment. If we don't get funded for the entire amount, then we will have to look at finance options because she wants to pay out of the Equipment Revolving fund rather than Current Expense. She asked the Board to think about some options regarding financing.

Mrs. Corkrum asked if this is a Federal law that we have to change from punch cards. Ms. Lenhart said yes. We have a source to pay for it. Ms. Lenhart hopes to pay for it over no more than a five-year term and hopefully a three-year term.

Mr. Bowen asked how much would be financed. Ms. Lenhart anticipates the county would have to finance about \$150,000. Mr. Bowen asked if it would be better to finance it through ourselves from the county's Rainy Day fund. Mr. Brock said suppose we need it in the interim. Ms. Lenhart said the installation will occur next year, probably between April and June. Mrs. Corkrum said it may also be possible to borrow from the Treasurer's O&M account.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

TRAC Distressed Funds

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TRAC has listed projects that would cost almost \$100,000 using distressed county funds that are available. Some of the items have already been purchased. TRAC bought a used rock picker from an auction at Heppner. Mr. Koch described the rock picker. He is concerned that it will not pick up rocks smaller than two inches. However, the rock picker will last a long time. Mr. Bowen has sent a letter to the City of Pasco regarding the use of the funds. There is about \$65,000 budgeted in the account for expenditures. A public hearing may be necessary to change the bottom line of the budget when the exact amounts are known.

Mr. Brock said the Board needs to make the final decision about end products such as rock pickers. The Board had given approval to purchase a rock picker. Mr. Bowen said if the rock picker won't work out, it can be auctioned again. Mrs. Corkrum said we can try the rock picker and see if it does what is needed. The other Board members agreed. Mr. Koch said it's a done deal now and will satisfy the horse people who use TRAC now.

Bi-County Agencies

Mr. Bowen is meeting with Benton County in bi-county agency union negotiations. He was asked to ask the Board to let the county which is handling personnel bookkeeping decide what cost of living allowances (COLAs) will be for bi-county unions. Franklin County Resolution 95-059 was reviewed which states, "The county that serves as the fiscally responsible entity for an employee's payroll and benefits package will also be responsible for the personnel policy to be followed by the employee on that particular county payroll and that employee will follow that personnel policy." Mr. Bowen has told the other negotiators that Franklin County will continue to control the total budget amount that Franklin County contributes.

Mr. Bowen said another part of the proposal was they didn't care which county managed it. Mr. Brock said he doesn't care who manages it.

Mr. Brock said he hates to give bi-county employees more than what is given to Franklin County-only employees. The other Board members agreed.

Historical Society reception

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Mr. Bowen has talked to Jacquie Sonderman of the Historical Society about doing a reception at the Courthouse when the construction is completed. Mrs. Corkrum said we could pay the Historical Society to do that. Mr. Bowen said legally we can do that through them. Mr. Bowen suggested an invitation-only reception with cake and punch or whatever for refreshments and let the people tour. In following days, the public can tour the courthouse with Historical Society staffing the building.

Mrs. Corkrum suggested having tours and cake and punch for the public, followed by an invitation-only reception and maybe a catered dinner with a string group from the Mid-Columbia Symphony playing. The reception could be semi-formal with the governor and key legislators invited to attend. People attending could pay \$45 or \$50 or whatever is reasonable for a catered dinner. It is possible TRAC could cater the dinner. The dinner could be held in the rotunda and possibly also in the Superior Courtroom prior to having the benches installed.

Mr. Bowen asked the Board to work on preparation of an invitation list.

Parking near TRAC

Life Quest has requested approval to park 10 vehicles in TRAC's parking lot while they are undergoing some construction. The Board gave approval to proceed. An agreement will be prepared.

Ben Franklin Transit contracts for parking are also being prepared.

CKJT Architects

CKJT Architects has agreed to pay the cost of over \$7000 for some built-in furniture in the Courthouse. They have asked Franklin County to pay the contractor and then CKJT will reimburse the county.

The counter that was in the Assessor's Office will not fit well in the space allotted so the area is being redesigned with built-ins instead. The cost will be paid by the county, not CKJT. The Board agreed.

**Recessed** at 10:35 a.m.

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

**WASHINGTON COUNTIES RISK POOL (WCRP)**



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WCRP Executive Director Vyrle Hill and Member Services Manager David Goldsmith met with the Board. Present in audience: Coroner Dan Blasdel, Chief Civil Deputy Prosecutor Ryan Verhulp, Planning Director Jerrod MacPherson, Assessor Steve Marks, Engineer Tim Fife, Sheriff Richard Lathim, Jail Captain Rick Long, Information Services Director Dann Borden and Prosecutor Steve Lowe.

Mr. Goldsmith did a PowerPoint presentation giving the background of WCRP. Mr. Goldsmith and Mr. Hill answered questions.

WCRP is researching information about being able to provide nonprofit organizations with insurance. They need to get more information about what type of activities they do. They asked that a blank pre-application form be given to a private, non-profit organization other than junior taxing districts to fill out and return to WCRP. It is not a commitment for insurance.

Mr. Goldsmith mentioned that some Regional Support Networks (RSNs) have directors and officers insurance.

Mr. Brock asked if Water Conservancy Boards would qualify. Mr. Goldsmith said yes.

Mr. Goldsmith and Mr. Hill answered Mr. Brock's questions about the differences between "claims made" and "occurrence." They said occurrence coverage is the most practical method for counties because it protects the future. Claims made coverage is within the window of the contract.

Mr. Brock asked if small counties in the Risk Pool tend to have lower deductibles. Mr. Goldsmith said yes. Mrs. Corkrum said we'll probably stay where we are on deductible rate. Mr. Lowe said that is my recommendation. He said his concern is a trend in Franklin County toward more and more claims.

**Motion** – Mrs. Corkrum: I'll move that we notify the Risk Pool in writing that we're going to stick with our \$25,000 deductible and to increase the liability by an additional \$5 million from \$20 million to \$25 million. Second by Mr. Koch. 3:0 vote in favor.  
(Exhibit 19)

**Adjourned** at 12:16 p.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until August 31, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed September 7, 2005.

**FRANKLIN COUNTY RESOLUTION NO. 2005 350**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$1,200 WITHIN  
THE 2005 CURRENT EXPENSE PLANNING & BUILDING BUDGET,  
BUILDING DEPARTMENT, NUMBER 001-000-130**

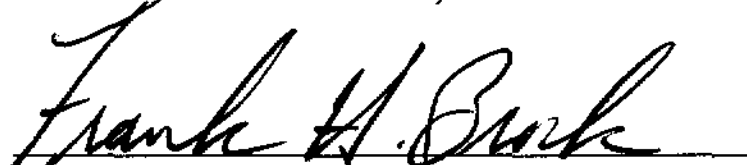
**WHEREAS**, the Planning & Building Director requested a transfer due to insufficient funds in the Tuition/Schooling line item; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$1,200 for this purpose;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$1,200 within the 2005 Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.49.0002 (Books/Subscriptions) to line item 524.20.49.0003 (Tuition/Schooling).

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

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Planning/Building

cc: Accounting Department  
Transfer Notebook

August 29, 2005

RECEIVED  
FRANKLIN COUNTY COMMISSIONERS  
AUG 22 2005DATE: August 22, 2005To: Franklin County Board of CommissionersFROM: Jerrod MacPherson - Planning & Building DirectorRE: Inner Budget Transfers

As the Building Division has insufficient funds allocated for specific line items I am requesting you allow inter fund transfers as discussed in our meeting of \_\_\_\_\_

FROM CODE: 524.20.49.0002(Books & Supplies) AMOUNT \$ 1,200.00TO CODE: 524.20.49.0003(Tuition/Schools) AMOUNT \$ 1,200.00

FROM CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

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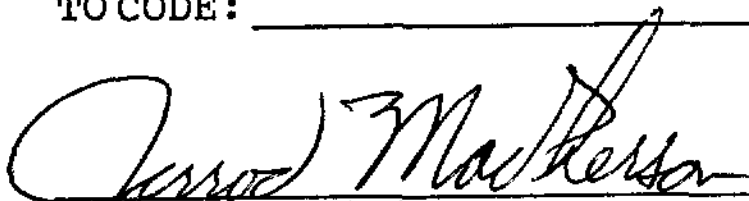
TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

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Elected Official or Department Head

RECEIVED  
JAN 13 1964  
U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C.



**FRANKLIN COUNTY RESOLUTION NO. 2005 351**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY  
WASHINGTON

**RE: AUTHORIZATION FOR THE COUNTY TO PAY HALF THE BASE  
COST FOR RICK GARZA'S PERSONAL CELL PHONE**

**WHEREAS**, Rick Garza is required by his job description to be available 24 hours a day for emergencies at TRAC; and

**WHEREAS**, Mr. Garza would not be allowed to make personal calls on a County provided cell phone and offered to carry and use his personal cell phone for County business; and

**WHEREAS**, previous to 1996, TRAC Manager Yvonne Parish approved reimbursement of one-half of the monthly base rate for Mr. Garza's cell phone; and

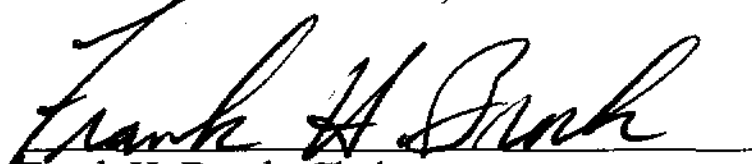
**WHEREAS**, the current TRAC Manager agreed to the reimbursement conditions; and

**WHEREAS**, the Franklin County Commissioners, constituting the legislative authority of Franklin County, were not officially notified of this action and desire to have formal written authorization for said reimbursement;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the County paying half the monthly base charge plus half of the tax for Rick Garza's personal cell phone.

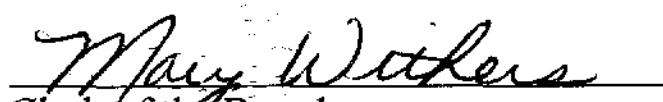
**APPROVED** this 29<sup>th</sup> day of August 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk of the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
TRAC Manager

cc: Accounting Department  
Rick Garza  
TRAC Accountant

**FRANKLIN COUNTY RESOLUTION NO. 2005 352**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY  
WASHINGTON

**RE: AUTHORIZATION FOR THE COUNTY TO PAY HALF THE BASE  
COST OF CELLULAR PHONE CHARGES FOR TROY WOODY AND  
TOM HEWITT**

**WHEREAS**, Troy Woody, TRAC Manager, and Tom Hewitt, TRAC Food and Beverage Manager, are required by their job descriptions to be available 24 hours a day for emergencies at TRAC; and

**WHEREAS**, personal calls on a County provided cell phone would not be allowed, thus, Mr. Woody and Mr. Hewitt offered to carry and use their personal cell phones for County business; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves payment of one-half the monthly base charge plus half of the tax for personal cell phones for Troy Woody and Tom Hewitt.

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

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk of the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
TRAC Manager

cc: Accounting Department  
Tom Hewitt  
TRAC Accountant

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 523FRANKLIN COUNTY RESOLUTION NO. 2005 353

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 FEDERAL GRANT CONTRACT I-100-00605 BETWEEN THE OFFICE OF JUVENILE JUSTICE (OJJ) AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Federal Grant between the Juvenile Court and the Office of Juvenile Justice (OJJ), be approved as presented for a term commencing July 1, 2005, and terminating on June 30, 2006, **NOW, THEREFORE,**

**BE IT RESOLVED,** that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Court Improvement Grant.

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

BENTON COUNTY BOARD OF COMMISSIONERS  
COMMISSIONERS

Claude L. Oliver  
Chairman of the Board  
Mary E. Benitez  
Member  
Leo M. Bauman  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Kim McKenzie  
Clerk of the Board

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

FRANKLIN COUNTY BOARD OF

Frank H. Brock  
Chairman of the Board  
Theresa L. Carbone  
Chairman Pro Tem  
Reka  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Withers  
Clerk of the Board



EXHIBIT 4  
OFFICE OF JUVENILE JUSTICE (OJJ)  
**FEDERAL GRANT APPLICATION**

Please read all instructions carefully.

August 29, 2005

CONTRACT NUMBER <b>I-160-00605</b>	ER	FOR OJJ USE ONLY DATE STAMP <b>APR 14 2005</b> DSHS JUVENILE JUSTICE UNIT
PROGRAM AREA		

For assistance, contact the Department of Social and Health Services (DSHS)  
Office of Juvenile Justice at (360) 725-3600 or FAX (360) 407-0152.

APPLICANT: DO NOT USE PERSON'S NAME

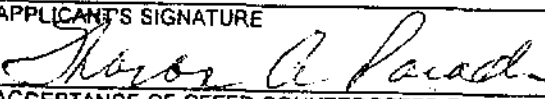
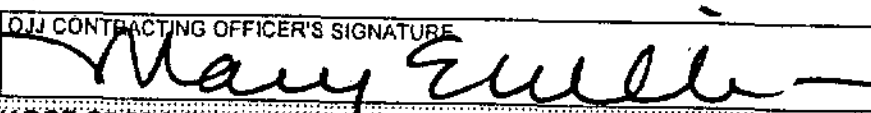
AGENCY NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>		TELEPHONE NUMBER <b>(509) 783-2151</b>	FAX NUMBER <b>(509) 736-2728</b>
STREET ADDRESS <b>5606 W Canal PL STE 106</b>		CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336-1388</b>
MAILING ADDRESS <b>5606 W Canal PL STE 106</b>		CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336-1388</b>

2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT (DO NOT USE PERSON'S NAME)	
NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	
TELEPHONE NUMBER <b>(509) 783-2151</b>	
STREET ADDRESS <b>5606 W Canal PL STE 106</b>	
CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336-1388</b>
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES) <b>91-6001296</b>	

3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE <b>Benton-Franklin Counties Regional Program Development (RPD)</b>
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4. APPLICANT'S AGREEMENT
<p>The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the STANDARD CONDITIONS AND CERTIFICATIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:</p> <p>The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Office Chief and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:</p> <p>In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.</p> <p>b. Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.</p>

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)  
**Sharon A. Paradis, Benton-Franklin Counties Juvenile Justice Center Administrator**

APPLICANT'S SIGNATURE 	DATE <b>04/11/2005</b>
ACCEPTANCE OF OFFER/COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance	OJJ CONTRACTING OFFICER'S SIGNATURE  DATE <b>6/13/05</b>

5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)	
NAME AND TITLE <b>Shari Gasperino, RPD Unit Coordinator</b>	
TELEPHONE NUMBER <b>(509) 783-2151</b>	
STREET ADDRESS <b>5606 W Canal PL STE 106</b>	
FAX NUMBER <b>(509) 736-2728</b>	
CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336-1388</b>
E-MAIL ADDRESS <b>sharon_gasperino@co.benton.wa.us</b>	

6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)	
NAME AND TITLE <b>Shannon Jones, Administrative Services Manager</b>	
TELEPHONE NUMBER <b>(509) 736-2721</b>	
STREET ADDRESS <b>5606 W Canal PL STE 106</b>	
FAX NUMBER <b>(509) 736-2728</b>	
CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336-1388</b>
E-MAIL ADDRESS <b>shannon_jones@co.benton.wa.us</b>	

Submission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828, OLYMPIA WA 98504-2828.

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Benton-Franklin Counties Regional Program Development (RPD)

10. BUDGET DETAILS: CATEGORY A. PERSONNEL

This category is for services rendered by all personnel employed by the project. 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, retirements, 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 implementing agency before the project starting date without prior specific authorization from the Department separate from the grant approval. Specific authorization is not required if a person currently employed by the applicant or the implementing agency 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 TITLES	ANNUAL SALARY	PERCENT OF TIME TO PROJECT	ITEM TOTAL
RPD Coordinator	\$66,039	13 %	\$8,585
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
CATEGORY TOTAL	\$66,039	13 %	\$8,585

	CATEGORY TOTAL	\$66,039	13 %	\$8,588
<b>JUSTIFICATION AND EXPLANATION:</b> Justify all positions in terms of days and/or hours required to perform the GOALS, OBJECTIVES, AND TASKS set forth. Calculate fringe benefits for each position or class of positions.				

**RPD Coordinator - \$8,585.00.** The Coordinator will provide 268 hours of service over the course of the contract to perform the tasks that will result in completing the objectives and goals set in the statement of work for the project. This amount includes benefits.

DATE \_\_\_\_\_

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Benton-Franklin Counties Regional Program Development (RPD)

### 10. BUDGET DETAILS: CATEGORY B: SUPPLIES

This category is for articles and commodities which 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.

ITEMIZED LISTING (DESCRIPTION OF THE ITEM)	UNIT	UNIT COST	ITEM TOTAL
<b>Office Supplies</b>			
- consumable supplies; mailing to Benton-Franklin GJJAC members	1000	\$1	\$1,000
<b>CATEGORY TOTAL</b>			<b>\$1,000</b>

## 10. BUDGET DETAILS: CATEGORY C. OTHER SERVICES AND CHARGES

This category is for services other than PERSONNEL which are required in the administration of the project. Such services may be provided by some agency of the government unit or by private business organizations. The following are types of services and charges classified under this category.

**COMMUNICATION:** For example, telephone, telegraph, and postage.

**TRANSPORTATION:** For example, freight and express charges, and messenger service.

## ADVERTISING

**PUBLIC UTILITY SERVICE**

## PRINTING AND BINDING

## REPAIRS AND MAINTENANCE

## INSURANCE

**RENTALS:** For example, buildings, and equipment and machinery.

**MISCELLANEOUS:** For example, tuition and other training fees, dues, subscriptions and memberships, and taxes.

ITEMIZED LISTING (WORD OR WORDS DESCRIBING THE COST ITEM, I.E., POSTAGE)	UNIT	UNIT COST	ITEM TOTAL
Postage	324	\$1	\$324
CATEGORY TOTAL			\$324

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## Benton-Franklin Counties Regional Program Development (RPD)

**MACHINERY AND EQUIPMENT:** For example, communications equipment (typewriter, microcomputer), janitorial; laboratory, office furniture and equipment, heavy duty work equipment, and other machinery and equipment.

### 10. BUDGET DETAILS: CATEGORY E. TRAVEL

\$91

\$91

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Benton-Franklin Counties Regional Program Development (RPD)

10. BUDGET DETAILS: CATEGORY F. CONTRACTUAL SERVICES

The following types of personal services may be contracted:

## SOCIAL SERVICES

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
N/A	0	\$0	\$0
CATEGORY TOTAL			\$0

10. BUDGET DETAILS: CATEGORY G INDIRECT CHARGES

Indirect costs may not exceed 10% of the total direct charges. Indirect costs include costs of operating the agency which are not directly attributed to this project (e.g., maintaining physical plant, depreciation, receptionist, agency administration salaries, etc.)

ITEMIZED LISTING (DESCRIBE THE COST ITEM)	UNIT	UNIT COST	ITEM TOTAL
N/A	0	\$0	\$0
CATEGORY TOTAL			\$0

## FEDERAL GRANT APPLICATION

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 04/11/2005
PROJECT TITLE Benton-Franklin Counties Regional Program Development (RPD)	
PROJECT PERIOD	

A project period is one year and may not exceed one year except by prior agreement with the Department.

Proposed project period is from 07/01/2005 to 06/30/2006

## B. BUDGET SUMMARY

The proposed project budget is shown below. If the proposal is accepted for contracting, the budget on the Approved budget and Special conditions form supersedes the proposed budget shown below.

## BUDGET CATEGORIES

Enter the category totals from Section 10. BUDGET DETAILS. The sum of categories A - F is entered as TOTAL DIRECT CHARGES. If indirect costs are claimed, enter the amount in G. These may not exceed ten (10) percent of the TOTAL DIRECT CHARGES. Add TOTAL DIRECT CHARGES and INDIRECT CHARGES, and enter the sum on TOTAL PROJECT COSTS line.

A. Personnel	\$8,585
B. Supplies	\$1,000
C. Other services and charges	\$324
D. Capital outlay/equipment	\$0
E. Travel	\$91
F. Contractual services	\$0
<b>TOTAL DIRECT CHARGES</b>	<b>\$10,000</b>
G. Indirect charges	\$0
<b>TOTAL PROJECT COST</b>	<b>\$10,000</b>

## SOURCE OF FUNDS

1. May not exceed amount approved by the Governor's Juvenile Justice Advisory Committee.

Must be funds specifically appropriated for project in applicant's budget.

Project income must be applied to project operational costs or deducted from the grant award. It is important that all anticipated project income be included in the budget.

1. Federal	\$10,000	%
2. Match		%
		%
		%
		%
		%
		%
<b>TOTAL PROJECT FUNDS</b>	<b>\$10,000</b>	<b>%</b>

## 9. PROJECT SUMMARY: GIVE A BRIEF NARRATIVE SUMMARY OF THE PROJECT

The Benton-Franklin Counties Regional Program Development Unit will:

1. Continue the local committee membership which reflects as closely as possible, the requirements of Section 223(a) A through E of the JJDP Act. Encourage and assist with compliance with sections 223(a) 12, 13, and 14 of the JJDP Act. Increase communication between local systems serving at-risk youth.
2. Hold quarterly meetings to coordinate, plan and develop processes for coordinating the information sharing of local juvenile justice services. Data will be collected to identify problem areas and system needs. The representation of minority youth in the juvenile justice system will be analyzed. Strategies will be planned in order to eliminate discrepancies.
3. Act as a resource to GJJAC by identifying technical assistance and training needs. Provide information and recommendation to GJJAC in response to annual drafts of priorities and in formulating public policy recommendations using data based on rational for those recommendations. Monitor regional facilities and projects at the request of GJJAC. Assist in the development of responses to GJJAC requests for proposals. Review local proposals for GJJAC funding.

AGENCY NAME

Benton-Franklin Counties Juvenile Justice Center

DATE

04/11/2005

PROJECT TITLE

Benton-Franklin Counties Regional Program Development (RPD)

**11. DESCRIPTION OF THE PROJECT (START ON PAGE 8)**

Submit a description of the project using the outline format shown below. Address all topics listed. Attach as many pages as required to properly address the topics.

**I. GENERAL NEEDS STATEMENT**

- A. State the need this project is designed to alleviate.
- B. Support the need by statistical (local based) data/information.
- C. Clearly define target population as to number and characteristics.
- D. List other possible community resources.
- E. Indicate why other community resources are not adequate to meet the need.
- F. State how the project will address the need.

**II. IMPLEMENTATION AND METHODS**

- A. Describe the research-based methods and techniques to be used to meet the outputs and identify the research approach. Program must be based on sound theory supported by positive or promising research results.
- B. Identify the sources, expected number of referrals, and the manner in which those referrals are likely to occur.
- C. As applicable, outline the involvement of any other community organization/agency (human services, juvenile court, schools, law enforcement, support groups, service clubs, etc.).
- D. Identify agencies from which letters of agreement will be obtained.
- E. Describe staffing and staff qualifications.

**LOGIC MODEL**

Use the Logic Model below to describe the resources, activities, outputs, outcome, and goal(s) of the project.

Process

Outcome

Resources	Activities	Outputs	Outcomes	Goal(s)
Program inputs. Elements or ingredients that constitute the program.	Methods for providing the program. Specific processes or events undertaken.	Units of service or product units. How many, how often, over what duration?	Short intermediate or longer-term changes anticipated in participants' lives and/or in organization or community conditions.	Ultimate impact(s) expected to occur, usually beyond what one program alone can achieve.
<u>For example:</u> <ul style="list-style-type: none"> <li>○ Three FTEs.</li> <li>○ After school facility and playground.</li> <li>○ College student volunteers.</li> <li>○ Foundation funding.</li> <li>○ At-risk sixth grade students.</li> </ul>	<u>For example:</u> <ul style="list-style-type: none"> <li>○ After school mentoring.</li> <li>○ Homework assistance.</li> <li>○ Sports and exercise.</li> <li>○ Health snack.</li> <li>○ Positive reinforcement for non-aggressive behavior.</li> </ul>	<u>For example:</u> <ul style="list-style-type: none"> <li>○ Three-hour program everyday after school for 40 at-risk students.</li> <li>○ One hour homework assistance.</li> <li>○ One hour sports and exercise.</li> <li>○ One hour snack and reading.</li> </ul>	<u>For example:</u> <ul style="list-style-type: none"> <li>○ Increase in grades (GPA) at end of school year.</li> <li>○ Increase in pro-social behaviors.</li> <li>○ Decrease in aggressive behaviors.</li> <li>○ Decrease in recidivism.</li> </ul>	<u>For example:</u> <ul style="list-style-type: none"> <li>○ Prevention of juvenile delinquency.</li> <li>○ Prevention of violent behavior.</li> </ul>

\* This was adapted from page 31, Outcomes for Success 2000 Edition, by the Evaluation Forum, Organization Research Services, Inc. and Clegg and Associates.

AGENCY NAME

Benton-Franklin Counties Juvenile Justice Center

DATE

04/11/2005

PROJECT TITLE

Benton-Franklin Counties Regional Program Development (RPD)

## 11. DESCRIPTION OF THE PROJECT (START ON THIS PAGE)

**I. GENERAL NEEDS STATEMENT**

Implement Provisions of the Juvenile Justice and Delinquency Prevention Act. The Benton-Franklin Counties RPD will implement the formation of a local committee in accordance with the rules set forth in Section 223(a) A-E and 12, 13, 14 of the JJDP Act. The Committee will adhere to the requirements regarding size and the variety of agencies to be represented. Among these will be persons with training, experience or special knowledge for the prevention or treatment of juvenile delinquency.

**II. IMPLEMENTATION AND METHODS**

- A. The Benton-Franklin Regional Program Development (RPD) Unit will meet at least four times per year.
- B. The Benton-Franklin RPD Unit does extensive information sharing and collaborative program development addressing the local opportunities for others in the community to learn about the services offered to children and families through the Juvenile Justice Center. In addition, services for children, youth and families, offered by other agencies are showcased by presentations at the RPD Unit. RPD staff and members are actively involved with other youth related committees such as the Council for Children, and the Community Health and Safety Network, Children's Behavioral Health Network, CJITF, and Substance Abuse Coalition.
- C. Each year the GJJAC does a study of the populations served by the Benton-Franklin Counties Juvenile Justice Center (BFJJC) in order to learn more about the demographics and system data so that problems and needs can be identified and appropriate solutions can be sought.
- D. Assessments of the representation of minority youth in the local juvenile justice system have been and will continue to be done, so that if racial disparity exists, plans and strategies will be devised to address it. Staff training has been and will continue to be done, in order to address disproportionality within our local Juvenile Justice Center.

**III. ACTS AS RESOURCE TO GJJAC**

- A. Technical assistance needs and training needs for BFJJC will be identified and addressed.
- B. Benton-Franklin RPD Unit will provide information and recommendations to GJJAC in response to drafts of annual priorities and in formulating public policy recommendations.
- C. Recommendations made to GJJAC will be based on a rational from an appropriate data base.
- D. Monitor facilities and projects in the region upon request of GJJAC.
- E. The Benton-Franklin RPD Unit circulates all RFP's to all potential respondents in the Benton-Franklin Counties area.
- F. When indicated by GJJAC, the Benton-Franklin RPD Unit responds to requests to review local proposals prior to sending them to GJJAC for the final review.



AGENCY NAME

Benton-Franklin Counties Juvenile Justice Center

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PROJECT TITLE

Benton-Franklin Counties Regional Program Development (RPD)

**12. TIME PHASING**

The timetable should identify each of the outcomes and outputs the project must complete. It should also include the ongoing tasks necessary to keep the project operating.

PROJECT OUTCOMES	PHASING OF OUTPUTS AND ACTIVITIES (TASKS)	MONTHS											
		1	2	3	4	5	6	7	8	9	10	11	12
1. Improve communication between local systems serving at-risk youth.	a. Form local committee to reflect as closely as possible the requirements of Section 223(a) A-E of the OJJDP Act.			X			X			X			X
	b. Identify the number of system-wide information sharing improvements implemented. Include this information in the quarterly progress reports.			X			X			X			X
2. Increase coordination and planning activities, as well as, increase resources available for at-risk youth.	a. Conduct planning activities and information sharing at quarterly meetings and in meetings with other community groups and youth serving agencies.	X	X	X	X	X	X	X	X	X	X	X	X
	b. Identify the number of planning activities conducted.			X			X			X			X
	c. Identify the number of organizations represented at RPD meetings.												
	d. Facilitate program development.	X	X	X	X	X	X	X	X	X	X	X	X
	e. Assist in coordinating educational opportunities and training in community regarding Juvenile Justice issues.	X	X	X	X	X	X	X	X	X	X	X	X
	f. Address legislative issues pertaining to Juvenile Justice.	X	X	X	X	X	X	X	X	X	X	X	X
3. To act as resource to GJJAC	a. Assess disproportionality; prepare reports/recommendations							X	X				
	b. Identify technical assistance and training needs.			X			X		X				X
	c. Make recommendations to GJJAC based on a rational developed from data			X			X		X				X
	d. Monitor facilities or projects at GJJAC request and report on findings							X	X				
	e. Circulate RFP's												
	f. Assist with development of proposals	X	X	X							X	X	X
	g. Review local proposals	X	X	X							X	X	X

DATE \_\_\_\_\_

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Benton-Franklin Counties Regional Program Development (RPD)

## 12. TIME PHASING (CONTINUED)

DSHS 05-180 (REV. 01/2005)

AGENCY NAME

Benton-Franklin Counties Juvenile Justice Center

DATE

04/11/2005

PROJECT TITLE

Benton-Franklin Counties Regional Program Development (RPD)

**13. EVALUATION DESIGN (START ON PAGE 13)**

The goal of the evaluation is to assess the effectiveness of the project. The evaluation must be conducted by an objective outside party. A written evaluation report, including an executive summary, is required. The Contractor shall allocate at least seven percent (7%) of the budget for evaluation. List the budget under CONTRACTUAL SERVICES on page 6.

Submit a description of the overall evaluation design using the Logic Model format (see page 14). Attach as many pages as required to properly address the topics.

All new grant applicants those funding regional program development units, and technical assistance grant applications, must answer this section. Where applicable, continuation funding grant applicants should discuss the status of their evaluation efforts to date using this format.

The Department shall not issue the payment for the final Financial Report until the Office of Juvenile Justice has approved a copy of the evaluation report.

**I. PLANS TO CONTRACT WITH AN EVALUATOR ON THE NEXT PAGE.**

Describe your plan to contact with an evaluator.

**II. LOGIC MODEL**

Use the Logic Model below to describe the Outcomes, Indications, Data Collection Methods/Tools, Data Collection Frequency/ Schedule, and Sampling Strategy.

Outcomes	Indicators	Data Collection Methods/Tools	Data Collection Frequency/Schedule	Sampling Strategy and Size
Short, intermediate or longer term changes anticipated in participants' lives, or in organization community conditions. (These are appropriate for the project and are something for which it can be held accountable.)	Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met.  (These are directly related to the outcome and help to define it, and are measurable during the project period.)	Method for gathering statistics for the assessment of the project. They need to be valid and reliable, culturally appropriate, and are within the agency's resources to implement.  (You may use "off the shelf" data collection tools or develop your own. These may be case records, assessments, interviews, survey, etc.)	Describe when and how often data will be collected.  Consider: <ul style="list-style-type: none"> <li>How frequently you are in contact with participants.</li> <li>When data will be available to you and confidentiality.</li> <li>Whether you are accountable for short-term or long-term change.</li> </ul>	State whether the entire participant population will be included or a sample will be taken.  If the project has less than 100 participants, all participants should be included.  If you need to sample, describe which sampling method you will use.
<b>For example:</b> <ul style="list-style-type: none"> <li>Increase in grades (GPA) at end of school year.</li> <li>Increase in pro-social behaviors.</li> <li>Decrease in aggressive behaviors.</li> <li>Decrease in recidivism.</li> </ul>	<b>For example:</b> <ul style="list-style-type: none"> <li>At least 30 of the 40 youth will have an increase in grades (GPA) at the mid-semester marking period.</li> <li>At least 30 of the 40 youth will show an increase in pro-social verbal skills.</li> <li>No project youth will be in a fight during the week.</li> <li>No project youth will be arrested during the month.</li> </ul>	<b>For example:</b> <ul style="list-style-type: none"> <li>Attendance taken at every after-school mentoring session.</li> <li>Student grades.</li> <li>Teacher's daily log that records student behavior.</li> <li>Referrals to the principal for fighting.</li> <li>Survey of parents.</li> <li>Police arrest records.</li> </ul>	<b>For example:</b> <ul style="list-style-type: none"> <li>At entry into project and at end of school year.</li> <li>Weekly, during the project.</li> <li>At one-year follow-up.</li> <li>Confidentiality forms will be signed with Administrator of the Courts to use JUVIS records.</li> </ul>	<b>For example:</b> <ul style="list-style-type: none"> <li>All students in the project.</li> <li>All teachers of students in the project.</li> <li>Every third student entering the project.</li> </ul>

\* This was adapted from page 52, Outcomes for Success 2000 Edition, by the Evaluation Forum, Organization Research Services, Inc. and Clegg and Associates.

AGENCY NAME

Benton-Franklin Counties Juvenile Justice Center

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PROJECT TITLE

Benton-Franklin Counties Regional Program Development (RPD)

**13. EVALUATION DESIGN (START ON THIS PAGE)****Plan for Contracting with an Evaluator**

On this page, within the box below, state how you plan to hire a qualified, independent evaluator, or give the name and qualifications of the evaluator you have already selected.

A qualified evaluator is someone with a graduate degree in a relevant discipline (and course work in statistics), or a person who has conducted successful project evaluations. You may be able to find a qualified evaluator at your local college or university. You may also be able to find a qualified evaluator by asking other agencies in your community. If you need help finding an evaluator, please call the Office of Juvenile Justices, at (360) 725-3600.

We maintain a list of evaluators throughout the state who are willing to conduct evaluations of GJJAC-funded projects.

**Project's Plan to hire a qualified, independent evaluator:**

EVALUATOR WILL BE SUPERVISED BY:

If your project is funded, the GJJAC expects you to identify your independent evaluator and send a copy of your contract with the evaluator within 45 days of your contact start date.

## FEDERAL GRANT APPLICATION

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 04/11/2005
PROJECT TITLE Benton-Franklin Counties Regional Program Development (RPD)	
<b>14. LOGIC MODEL</b>	
<b>Outcomes:</b> Short, intermediate or longer term changes anticipated in participants' lives, and/or in the organization or community conditions.	<ol style="list-style-type: none"> <li>1. Improved communication between local systems serving at-risk youth.</li> <li>2. Increase coordination and planning activities, as well as, increased resources available for at-risk youth.</li> <li>3. To act as resource to GJJAC.</li> </ol>
<b>Indicators:</b> Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met.	<ol style="list-style-type: none"> <li>1. a. Form local committee to reflect as closely as possible the requirements of Section 223(a) A-E of the OJJDP Act.</li> <li>    b. Identify the number of system-wide information sharing improvements implemented. Include this information in the quarterly progress reports.</li> <li>2. a. Conduct planning activities and information sharing at quarterly meetings and in meetings with other community groups and youth serving agencies.</li> <li>    b. Identify the number of planning activities conducted.</li> <li>    c. Identify the number of organizations represented at RPD meetings.</li> </ol>
<b>Data Collection Methods/Tools:</b> Methods for gathering statistics for the assessment of the project. Measures need to be valid and reliable, culturally appropriate, and within the agency's resources to implement.	The Benton-Franklin Counties Juvenile Tracking System (JTS) database will be utilized for collecting the above listed outcomes measures and output measures. In addition, meeting agendas, meeting minutes and community participation levels will be collected and reviewed.
<b>Data Collection Frequency/Schedule:</b> Describe when and how often data will be collected, and if you need confidentiality agreements.	Data will be collected for all outcomes on a quarterly basis.
<b>Sampling Strategy:</b> State whether the entire participant population will be included, or you will use a sample. If the project has less than 100 participants, all participants should be included.	

AGENCY NAME

DATE

PROJECT TITLE

## 14. LOGIC MODEL

**Outcomes:**

Short, intermediate or longer term changes anticipated in participants' lives, and/or in the organization or community conditions.

**Indicators:**

Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met.

- d. Facilitate program development.
- e. Assist in coordinating educational opportunities and training in community regarding Juvenile Justice issues.
- f. Address legislative issues pertaining to Juvenile Justice.
- 3. a. Assess disproportionality; prepare reports/recommendations.
- b. Identify technical assistance and training needs.
- c. Make recommendations to GJJAC based on a rational developed from data
- d. Monitor facilities or projects at GJJAC request and report on findings

**Data Collection****Methods/Tools:**

Methods for gathering statistics for the assessment of the project. Measures need to be valid and reliable, culturally appropriate, and within the agency's resources to implement.

**Data Collection****Frequency/Schedule:**

Describe when and how often data will be collected, and if you need confidentiality agreements.

**Sampling Strategy:**

State whether the entire participant population will be included, or you will use a sample. If the project has less than 100 participants, all participants should be included.

AGENCY NAME

DATE

PROJECT TITLE

## 14. LOGIC MODEL

**Outcomes:**

Short, intermediate or longer term changes anticipated in participants' lives, and/or in the organization or community conditions.

**Indicators:**

Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met.

- e. Circulate RFP's
- f. Assist with development of proposals
- g. Review local proposals

**Data Collection****Methods/Tools:**

Methods for gathering statistics for the assessment of the project. Measures need to be valid and reliable, culturally appropriate, and within the agency's resources to implement.

**Data Collection****Frequency/Schedule:**

Describe when and how often data will be collected, and if you need confidentiality agreements.

**Sampling Strategy:**

State whether the entire participant population will be included, or you will use a sample. If the project has less than 100 participants, all participants should be included.

RPD Logic Model  
Program Area 19-Juvenile Justice System Improvement

RPD \_\_\_\_\_

Contact Person \_\_\_\_\_

Grant Award Amount \$ \_\_\_\_\_

*Instructions: Please select three (3) Output Measures and two (2) Outcome Measures that are relevant to the work of your RPD. Circle the Output and Outcome Measures that you have selected. You will collect data and report quarterly on your progress on these Output and Outcome Measures. Return this form to the Office of Juvenile Justice no later than May 13, 2005.*

Goal	Activities	Output Measures	Outcome Measures
To improve the JJ system by increasing compliance with the requirements of JJDP Act and increasing the availability and types of prevention and intervention programs	Conduct planning activities and/or implement programs	# of planning activities conducted	Increased number of youth exhibiting a desired change in targeted behaviors (e.g., school attendance, core
		# of MOUs developed	behavior, substance delinquency, etc.)
	Monitor processes and/ programs	# of grant applications submitted	Improved communication between local systems serving at-risk youth
	Form local committed to reflect as closely as possible the requirements of Section 223 (a) A-E of the OJJDP Act	# of system-wide information sharing improvements implemented	Increased resources available for at-risk youth
		# of system improvement initiatives	Increased alternatives to detention
	Assess the representation of minority youth in the JJ system and where disparity exists, develop strategies to address over-representation	# or % of program staff trained	Reduced average daily detention population
		# of materials developed	Reduced average length of stay in detention
	Collect demographic and system data to identify and correct problem areas	# of program/agency policies or procedures created, amended, or rescinded	Reduction in disproportion-minority contact
		# of funded programs evaluated	Reduced number of status offenders held in detention
	Monitor detention facilities in region	# of organizations represented at RPD meetings	
	Develop a communications system to share GJJAC information with local organizations		
	<del>Calculate Relative Rate Index (RRI) for county</del>		
	Develop a community needs assessment and update annually		



FEDERAL GRANT APPLICATION  
GENERAL TERMS AND CONDITIONS

This GRANT APPLICATION consists of the following:

1. JJ-1 GRANT APPLICATION, signed by both the officials authorized to sign for the Applicant and for the Department. Once accepted for contracting, it will also contain:
2. JJ-2 APPROVED BUDGET AND SPECIAL CONDITIONS.

**B. COMMITMENT TO UNDERTAKE AND COMPLETE PROJECT:** The Contractor shall undertake and complete or cause to be undertaken and completed the project described in its GRANT APPLICATION as modified by the conditions and provisions of the JJ-2 form.

**C. TIME OF PERFORMANCE:** The term "Project Period" as used in this document means the period of time from the beginning date. The Contractor shall undertake and complete such performance in a sequence and manner ensuring the project's completion on or before the end of the project period.

**D. MATCHING CONTRIBUTION:** The Contractor shall contribute expenditures incurred by the Contractor in undertaking and completing the project as match for the reimbursement paid by the Department except for those expenses the Department has agreed to reimburse utilizing FEDERAL (OJJDP) FUNDS. The matching contribution will be made on each financial voucher. Applications may be submitted without including a matching contribution.

**E. REIMBURSEMENT:** The Department shall reimburse a portion of the Contractor's eligible expenses utilizing FEDERAL (OJJDP) funds up to and including the amount or percentage specified in the JJ-2 form, whichever is less. It is expressly understood that in no event shall the total amount or percentages reimbursed by the Department under this subsection exceed the amounts and percentages labeled in the JJ-2 form as FEDERAL (OJJDP) funds. Reimbursement may be monthly or quarterly. Advance payments are prohibited (see paragraph V).

**F. ELIGIBILITY OF REIMBURSABLE EXPENSES:** The Contractor shall only be entitled to reimbursement for those expenses incurred during the project period or during an extension agreed on by the Contractor and the Department. Any extension shall be confirmed in writing by a contract amendment and allowable under OJJDP regulations and guidelines. The Department shall not make the final payment until the Office of Juvenile Justice has approved the final progress report and the project's evaluation.

**G. RETAINAGE:** The Department may retain an amount not exceeding ten percent (10%) of the total FEDERAL (OJJDP) funds awarded pending receipt of the final financial report and evaluation.

**H. PERSONNEL:**

1. The Contractor shall provide or secure all personnel required to undertake and complete the project. Such personnel shall not be employees of or have any contractual relationship with the Department. (This provision does not apply to grants made to divisions or bureaus of the Department.) All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such activities.
2. The Contractor shall supervise all of the activities of project personnel.
3. The "Project Director" shall be named in the GRANT APPLICATION. The Project Director may be changed by the Contractor, by a contract amendment.

**I. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT:** The Contractor, his or her employees, or his agents performing under this agreement, are not employees or agents of the Department. The Contractor shall not claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

**J. SUBCONTRACTING:** None of the project activities described in the GRANT APPLICATION shall be subcontracted (other than in such manner as is clearly described in the GRANT APPLICATION) without prior written consent of the Department.

**K. ACKNOWLEDGEMENT 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.

*"The preparation of this (plan, report, map, document, etc.) was aided by the Office of Juvenile Justice, DSHS, through a federal grant from the Office of Juvenile Justice and Delinquency Prevention of the U.S. Department of Justice, authorized under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, through a grant approved by the Governor's Juvenile Justice Advisory Committee."*

**L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT:**

1. 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 must be obtained under applicable requirements in the Revised Code of Washington (RCW), provided, however, the following minimum procurement standards must be met unless more stringent local or state requirements exist.
2. Review and Analysis. The Contractor shall review all procurement actions to avoid purchasing unnecessary or duplicate items. Where appropriate, the Contractor shall make an analysis of lease and purchase alternatives to determine the most economical, practical alternative.

**L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT (CONTINUED):**

3. Procurement by Formal Advertising. The Contractor shall make all procurements by publicly advertised invitation for bids, sealed bids and public openings unless negotiation for procurement is appropriate as determined under the Department of Justice "Financial Management for Planning and Action Grants Guideline Manual" M7100.1 (series). Any procurement under state contract by a Contractor that is not a state agency will be considered a negotiated procurement and must be authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW). Procurements totaling \$5,000 or less need not be advertised unless otherwise required by state or local law or regulations.
4. Procurement Descriptions. Solicitation for bids or quotations shall contain a clear and accurate description of the technical requirements for the material, product, or service to be procured and exclude any unnecessary features restricting competition. When special brands or equipment types are specified in the GRANT APPLICATION or bid proposal, such specification shall be solely for the purpose of indicating the standards of quality, performance, or use desired. Suppliers developing or drafting specifications for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
5. Action on Bids. When sealed bids are obtained by formal advertisement.
  - a. Awards shall be made to the responsible bidder or bidders whose bid is:
    - 1) Responsive to the invitation for bids; and
    - 2) Most advantageous based on the evaluation of prices, delivery dates, quality and other pertinent factors.
  - b. Any and all bids may be rejected when it is in the Contractor's interest to do so and such rejections are in accordance with applicable state and local law, rules, and regulations.
6. Procurement Methods. The Contractor shall use the appropriate type of procuring instruments (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) for the particular procurement and for promoting the best interest of the grant program involved. The contractor shall not use the "cost-plus-a-percentage-of-cost" method of procurement.
7. Single Source and Sole Source Procurement. The Contractor shall make single source and sole source procurements only as a last option and such procurements shall be approved in writing by the Department prior to the selection of vendors and accepted prices. For purposes of this contract, a proposed formally advertised or competitively negotiated procurement, for which only one bid or proposal is received, is deemed to be a sole source procurement.
8. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest as well as any possibility of appearance of collusion or conflict of interest.
9. Contract Administration. The Contractor shall maintain a system of contract administration by the Contractor to assure:
  - a. Vendor or suppliers conformance with the terms, conditions, and specifications of the contract or purchase order; and
  - b. Adequate expediting and timely follow-up of all deliveries.
10. Documentation. The Contractor must maintain procurement records or files providing for pertinent documentation and supporting the procurement action including the justification for the use of sole or single source or the negotiated method of procurement, contractor or vendor selection, and the basis for the cost or price negotiated.
11. Small and Minority-Owned Business Sources. The Contractor shall make a positive effort to utilize small and minority-owned business sources for supplies and services. Such positive efforts may include small and minority-owned business set-asides; and should include, where feasible, the breakout of work that could readily be handled by small and minority-owned businesses. The Contractor's efforts shall include the aggressive recruitment of small and minority-owned businesses for bidders' lists.

**M. LICENSING AND ACCREDITATION STANDARDS:** The Contractor shall comply with applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See Chapter 19.02 RCW for state licensing requirements/definitions.)

**N. INSURANCE LANGUAGE:** The Contractor shall at all times comply with the following insurance requirements.

1. General Liability Insurance  
The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including 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, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.
2. Business Automobile Liability Insurance  
The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.
3. Professional Liability Insurance (PL)  
The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.
4. Worker's Compensation  
The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

6. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

9. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

10. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

11. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

**O. BACKGROUND CHECKS:**

Contractors and each of their employees, subcontractors and/or volunteers, who may have unsupervised access to clients, shall have a cleared and approved current criminal history and background check.

**P. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT:**

1. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other material prepared by the Contractor in connection with the project shall be the joint property of the Contractor and the Department.
2. No report, device, thing, or document of whatever kind or nature, produced in whole or in part in connection with the project shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the Department.
3. When capital assets or equipment acquired with project funds are sold or cease to be used for juvenile justice purposes as defined under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, the Contractor shall pass the underpreciated or resale value thereof (whichever is higher) to the Department in the same proportion as FEDERAL (OJJDP) funds and STATE funds were utilized to acquire such property.

**Q. ACCESS TO CONTRACTOR'S RECORDS AND PUBLIC AVAILABILITY OF INFORMATION:**

1. Under applicable federal legislation and regulations, all records, papers, and other documents kept by the Contractor and its subgrantees and contractors relating to the receipt and disposition of project funds shall be made available upon request of OJJDP, the U.S. Department of Justice, the Comptroller General, the Secretary of Labor, the Department, and their authorized representatives for the purpose of inspecting, auditing, examining, and making excerpts and transcriptions or copies, and to the public and press under the terms and conditions of the Freedom of Information Act (5 U.S.C. 552) and appropriate state acts.
2. 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, grant or contract awards, reports, books, papers or other documents maintained by the Contractor pertinent to activities supported by grant funds shall be made promptly available on request to any person for inspection and copying.
3. The Contractor shall comply with the requirements of the sections of the Department of Justice Financial and Administrative Guide for Grants M7100.1 (series) relating to the availability to the public of identifiable records or other documents pertinent to the receipt or expenditure of OJJDP funds and the records of votes relating to the approval of plans or the allocation or award of OJJDP funds. The Contractor shall include in any subgrant or contract involving funds provided under this contract, a condition requiring its subgrantees or contractors also to comply with such requirements.

**R. MAINTENANCE OF RECORDS:** The Contractor shall maintain for a period of five (5) years after the expiration of this Contract records that are sufficient to:

- Document the performance of all acts required by the Contract;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Contractor to perform under the Contract;
- Ascertain that personnel policies, procedures and practices were in compliance with the Contract and applicable state and federal law; and
- Ascertain that all taxes and insurance required by state and federal law and by the terms of the Contract were paid by the Contractor.

**S. RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**T. SAFEGUARDING OF CLIENT INFORMATION:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian.

**U. AMENDMENT OF CONTRACT AND DEOBLIGATION OF FUNDS:**

1. The Department or Contractor may from time to time request changes in the project including an increase or decrease in the amount of reimbursement or required matching contribution. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless a contract amendment, signed by authorized representatives of the Parties hereto, is made. Changes in budget items not resulting in an increase in the FEDERAL OJJDP funds, time extensions granted for the completion of performance, and change in the scope of Contractor's project not altering the basic project purpose may be authorized by the Department.
2. A contract amendment shall not be necessary for budget revisions amounting to less than ten percent (10%) of the total grant award or \$1,000 (cumulative total to be moved with budget categories), which ever is less. As soon as the Contractor identifies a change in expenditures which will require a budget amendment, a request for revision (Form JJ-5) must be submitted to the Office of Juvenile Justice.
3. If, after the completion of the basic project and the Department's receipt of the final financial report, there are funds allocated but not required for the project, such funds shall be deobligated and no longer available for reimbursement. Deobligation shall occur when the Department sends a written notice, specifying such deobligation to the Contractor.
4. Only the Contracting Officer, or his/her delegate by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

**V. ADVANCE PAYMENTS PROHIBITED:** The Department shall not make any payment in advance or in anticipation of services or supplies to be provided under this agreement.

**W. INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims and/or damages to persons and/or property resulting from his/her/its negligent or intentional acts and omissions.

**X. COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at the Department's discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**Y. CONFLICT OF INTEREST:** DSHS may, by written notice to the contractor.

- a. Terminate the right of the contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW Chapter 42.52. This includes, but is not limited to prohibitions against offering DSHS employees, directly or indirectly, anything of economic value from a contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state business DSHS employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- b. In the event this contract is terminated as provided in (a) above, DSHS shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. The rights and remedies of DSHS provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Officer under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of the agreement.

**Z. TERMINATION:**

1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Department shall have the right to terminate this contract.
2. The Department may terminate this contract without recourse in the event that, for any reason, federal or state funds are not appropriated, allotted, or available to the Department for the purpose of meeting the Department's obligation hereunder. The Department shall provide written notice of such termination to the Contractor at least five (5) days prior to the effective date thereof.
3. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this contract shall be delivered to the Department within 10 days after termination. If this contract is terminated, the Department may reimburse the Contractor for obligations incurred through the effective date of termination.
4. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the Department for costs, if any, assessed against the Department or OJJDP, if such costs were incurred as a result of a breach of this contract by the Contractor; the Department may withhold payment to the Contractor until the exact amount of any such costs is determined.

**AA. RESOLUTION OF CONFLICTING PROVISIONS:**

1. In the event of conflict, the controlling documents shall be in the following order, applicable OJJDP regulations and Guidelines; the Grant Award contract (JJ-1); the Approved Budget and Special Conditions (JJ-2); General Terms and Conditions.
2. Except as otherwise provided in this contract, when a bona fide dispute arises between the Department and the Contractor and it cannot be resolved, either party may request a dispute resolution with the Office of Juvenile Justice following the dispute resolution guidelines. Either party's request for a dispute resolution must:
  - a. Be in writing, and
  - b. State the disputed issues, and
  - c. State the relative positions of the parties, and
  - d. State the Contractor's name, address, and his/her Department contract number, and
  - e. Be mailed to the DSHS Office of Juvenile Justice (OJJ), PO Box 45828, Olympia WA 98504-5828, within (15) days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any action in judicial or quasi-judicial tribunal.
3. This contract shall be governed by the laws of the State of Washington.

**BB. NON-WAIVER OF DEPARTMENTS RIGHTS:** The Department's failure to insist on the strict performance of any provision of this contract or exercise any right based on a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

**CC. NONASSIGNABILITY OF CLAIMS/RIGHTS/CAUSE OF ACTION:** The contractor shall not assign or transfer any claim/rights/cause of action arising under this contract.

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

**EE. LIMITATION OF AUTHORITY:** Only the OJJ Office Chief or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DSHS. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the OJJ Office Chief.

**FF. REPORTING REQUIREMENT:**

1. Financial Reports. Financial reports must be submitted on the JJ-3 form. Financial reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due at the Department (15) days following the end of the quarter and must be submitted even if there are no expenditures for the period.
2. Progress Reports. Progress reports must be submitted on the JJ-4 form. Progress reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due fifteen (15) days following the end of the quarter and must be submitted even if there was no project activity during the period. Progress reports become delinquent sixteen (16) days following the end of the quarter. No reimbursement shall be made to projects with delinquent progress reports.
3. Evaluation Report. An evaluation report, if required by the agreement, must be submitted no more than sixty (60) days after the end of the project period. A two to three (2-3) page executive summary must be included in the evaluation report. Three copies of the evaluation report must be submitted to the OJJ. Payment of the final financial report cannot be made until the required evaluation report is accepted by the Office of Juvenile Justice. Additionally, a six-month interim evaluation must be submitted to the OJJ no more than seven months from the start date of the contract. The interim report and final evaluation report must follow the OJJ required format.

**GG. OVERPAYMENT AND ASSERTION OF LIEN:** In the event that DSHS establishes overpayment or erroneous payments made to the contractor under this contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property, by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS, or by doing both.

**HH. NONEXPENDABLE PERSONAL PROPERTY:** Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased in whole or in part with OJJDP grant funds. On completion of the project, the Contractor will submit a list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.



**II. NONDISCRIMINATION:** The Contractor shall comply with all federal and state nondiscrimination laws and regulations.

**JJ. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN:** In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with DSHS. DSHS shall, however, give the contractor reasonable time to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**KK. NON-SUPPLANTING CERTIFICATION FOR GOVERNMENTAL AGENCIES:** By signature of its authorized representative on page 1 of the GRANT APPLICATION, the Applicant certifies that its non-federal 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 (if certification cannot be made, the applicant must attach a full explanation.)

**LL. 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 all implementing or related rules and regulations).

**MM. AUDIT REQUIREMENTS:** Prior to reimbursement, the subgrantee agrees to submit to the Office of Juvenile Justice, DSHS, for review and approval, a copy of the latest entity audit and a copy of the resolution of any audit findings. The Office of Management and Budget (OMB) Circular A-133 or A-128 sets forth financial management standards for private non-profit organizations receiving federal assistance. All recipients of OJJDP funds are responsible for compliance with the requirements of OMB Circular A-133 or A-128, and other applicable federal and state regulations. Private non-profit organizations shall arrange for independent audits which meet the requirements of OMB Circular A-133 or A-128. Private non-profit organization subgrantees shall submit a copy of their latest independent audit and the resolutions of any audit findings. Such audits must be made at least every two years.

**NN. LOBBYING PROHIBITION:** Under Section 294(c)(1) of the Juvenile Justice and Delinquency Prevention (JJDP) Act, funds paid under Section 223(a)(10)(D) and Section 224(a)(7), to any public or private agency, organization or institution or to any individual shall not be used to pay for any personal service, advertisements, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a Member of the Congress or any other Federal, State, or local elected official to favor or oppose any Acts, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by Congress, any State legislature, any local council, or any similar governing body. This subsection shall not preclude such funds from being used in connection with communications to federal, state, or local elected officials, on the request of such official through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the program involved.

**OO. DEBARMENT:** By signature of its authorized representative on page 1 of this Grant Application, the Applicant certifies, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. If certification cannot be made, the Applicant must attach a full explanation. (This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.)

**PP. DRUG-FREE WORKPLACE ACT:** The Contractor shall maintain work places as free as possible from alcohol and illegal drugs. Further, the Contractor shall provide an opportunity for recovery to any employee whose use of alcohol and/or drugs has produced a dependency harmful to his/her work.

**QQ. COMPLIANCE WITH STATE AND FEDERAL LAW:** At all times during the term of the Contract, the Contractor shall comply with all applicable state and federal laws and regulations, including without limitation all applicable ethics, nondiscrimination, worker's compensation, occupational disease, and occupation health and safety laws, statutes, and regulations. Neither the state of Washington nor DSHS shall be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.

Benton County Approval	Franklin County Approval
Approved as to Form: <u>Sarah Villanueva 7/12/05</u> Sarah Villanueva, Civil Deputy Prosecuting Attorney Date	Approved as to Form: <u>Ry Vp 08.08.2005</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: <u>Claude L. Oliver</u> Name: Claude L. Oliver Title: Chairman, Board of Commissioners Date: 8-22-05	By: <u>Frank H. Brock</u> Name: Frank H. Brock Title: Chairman, Board of Commissioners Date: 8/29/05
Attest: Clerk of the Board: <u>Ann McKenzie</u>	Attest: Clerk of the Board: <u>Mary Withers</u>

**STATEMENT OF WORK**  
**REGIONAL PROGRAM DEVELOPMENT UNITS**

- I. Implement Provisions of the Juvenile Justice and Delinquency Prevention Act**
  - A. Form local committee membership to reflect as closely as possible the requirements of Section 223(a) A through E of the JJDP Act.
  - B. Encourage and assist compliance with Section 223(a) 11, 12, 13, 14 and 15 of the JJDP Act, reauthorized in 2002.
- II. Coordinate and Plan**
  - A. Hold meetings of local advisory committee at least four times a year.
  - B. Develop and facilitate processes for coordination and information sharing of local juvenile justice services.
  - C. Collect demographic and system data to identify problem areas, system needs, etc.
  - D. Assess the *representation of minority youth in the juvenile justice system*, and where racial disparity exists develop a plan and strategies to address the racial disparity. As part of the annual assessment, complete and submit to the Office of Juvenile Justice (OJJ), Relative Rate Index forms provided by OJJ.
- III. Act as Resource to the GJJAC**
  - A. Identify technical assistance and training needs.
  - B. Provide information and recommendations to the GJJAC in reaction to drafts of annual priorities, and in formulating public policy recommendations.
  - C. Provide data-based rationale for recommendations to the GJJAC.
  - D. Monitor, upon request of the GJJAC, facilities and projects in the region.
  - E. Encourage and assist in the development of responses to GJJAC Request for Proposals.
  - F. Review local proposals for GJJAC funding.

<b>OFFICE OF JUVENILE JUSTICE</b>  DEPARTMENT OF SOCIAL HEALTH SERVICES PO BOX 45828 OLYMPIA, WA 98504-5828	<b>APPROVED BUDGET AND SPECIAL CONDITIONS JJ-2</b>		
	GRANT AWARD CONTRACT	FEDERAL FUND SOURCE:	DATE:
	I-100-00605		7 /01/05
	PROJECT TITLE		
	Benton-Franklin Counties RPD		
	PROJECT PERIOD		
	7/1/2005 to 6/30/2006		

This grant award is subject to the approved budget that appears below and to the special conditions that appear below and/or are attached hereto and are incorporated herein.

BUDGET CATEGORIES		SOURCE OF FUNDS		
PERSONNEL	\$8,585.00	1. FEDERAL (OJJDP)	\$10,000.00	100.00%
SUPPLIES	\$1,000.00	2. SUBGRANTEE IN-KIND MATCH:	\$0.00	0.00%
OTHER SERVICES AND CHARGES	\$324.00	3. PROJECT INCOME	\$0.00	
EQUIPMENT CAPITAL/OUTLAY	\$0.00	4. OTHER FUNDS	\$0.00	
TRAVEL	\$91.00			
CONTRACTUAL	\$0.00			
INDIRECT	\$0.00			
TOTAL BUDGET	\$10,000.00	TOTAL PROJECT FUND	\$10,000.00	100.00%
SUBGRANTEE		FINANCIAL OFFICER		
Benton-Franklin Counties Juvenile Justice Center 5606 W Canal Pl., #106 Kennewick WA 99336-1388		Shannon Jones (509) 783-2151		
SIGNING AUTHORITY		PROJECT DIRECTOR		
Sharon Paradis Juvenile Court Administrator		Shari Gasperino (509) 783-2151, ext.		

#### SPECIAL CONDITIONS

1. The next Progress Report is due: **October 15, 2005**

2. Commencement Within 60 Days.

If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the State the steps taken to initiate the project, the reasons for the delay, and the expected starting date.



<b>OFFICE OF JUVENILE JUSTICE</b>  DEPARTMENT OF SOCIAL HEALTH SERVICES PO BOX 45828 OLYMPIA, WA 98504-5828	<b>APPROVED BUDGET AND SPECIAL CONDITIONS JJ-2</b>		
	GRANT AWARD CONTRACT  <b>I-100-00605</b>	FEDERAL FUND SOURCE:	DATE:  <b>7 /01/05</b>
	PROJECT TITLE  <b>Benton-Franklin Counties RPD</b>		
	PROJECT PERIOD  <b>7/1/2005 to 6/30/2006</b>		

3. Operational Within 90 Days.  
If a project is not operational within 90 days of the original start date of the grant period, the subgrantee must submit a second statement to the State explaining the implementation delay. Upon receipt of the 90-day letter, the state may cancel the project.
4. The applicant agrees that staff directly associated with the administration of this grant will attend and participate in all instate conferences, workshop training sessions and/or meetings deemed critical by the Office of Juvenile Justice to be essential to the proper administration of this grant.
5. In addition to the objectives and tasks in the Grant Application, the project agrees to comply with the "Statement of Work" as required of Regional Program Development Units (see attached).
6. The applicant agrees to complete the Relative Rate Index (RRI) forms, provided by the Office of Juvenile Justice, annually to assist in assessing disproportionate minority contact (DMC).

JOINT RESOLUTION

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON

BENTON COUNTY RESOLUTION NO. 05 529  
FRANKLIN COUNTY RESOLUTION NO. 2005 354

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO  
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin  
County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board,  
and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the  
Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, five vacancies exist on the Board, and

WHEREAS, Jon Lindeman has demonstrated interest and indicated willingness to accept appointment to  
the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Jon Lindeman, residing at 3205 West 46<sup>th</sup> Avenue, Kennewick, WA 99337, be  
hereby appointed to the Benton-Franklin Counties' Mental Health Advisory Board for a term of  
appointment that will expire on December 31, 2007.

DATED: 8-22-05

Clark L. Olson  
Chairman of the Board

Mary E. Bennett  
Member

Leo M. Bauman  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: Carrie McKenzie  
Clerk of the Board

DATED: AUG. 29, 2005

Frank H. Brink  
Chairman of the Board

Thomas J. Brink  
Member

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

Attest: Mary Withers  
Clerk of the Board

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: Jon Lindeman

Carey

JOINT RESOLUTION

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON

05 530

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

FRANKLIN COUNTY RESOLUTION NO. 2005 355

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO  
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, five vacancies exist on the Board, and

WHEREAS, Melody Otness has demonstrated interest and indicated willingness to accept appointment to the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Melody Otness, residing at 4004 Horizon Court, Pasco, WA 99301, be hereby appointed to the Benton-Franklin Counties' Mental Health Advisory Board for a term of appointment that will expire on December 31, 2006.

DATED: 8-22-05

Charles L. Olson  
Chairman of the Board

Mae E. Benitz  
Member

Don M. Bauman  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: Cornie McKenzie  
Clerk of the Board

DATED: AUG. 29, 2005

Frank H. Bush  
Chairman of the Board

Diana Lockman  
Member

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

Attest: Mary Withers  
Clerk of the Board

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: Melody Otness

Carey

JOINT RESOLUTION

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON

05 531

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

FRANKLIN COUNTY RESOLUTION NO. 2005 356

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO  
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin  
County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board,  
and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the  
Boards of Commissioners of Benton and Franklin Counties, and

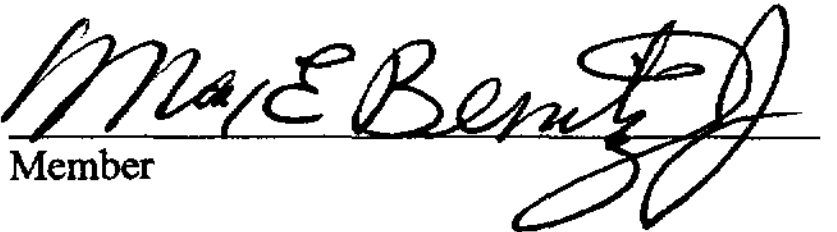
WHEREAS, five vacancies exist on the Board, and

WHEREAS, James Renner has demonstrated interest and indicated willingness to accept appointment to  
the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that James Renner, residing at 1500 South Jefferson Place, Kennewick, WA 99338, be  
hereby appointed to the Benton-Franklin Counties' Mental Health Advisory Board for a term of  
appointment that will expire on December 31, 2005.

DATED: 8-22-05

Chairman of the Board



Member

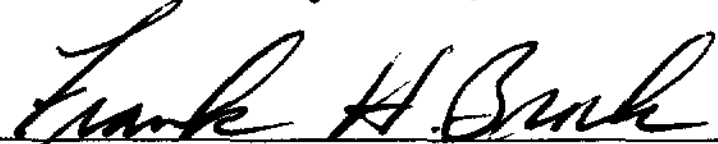


Member


Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: 


Clerk of the Board

DATED: AUG. 29, 2005

Chairman of the Board



Member



Member

Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: 

Clerk of the Board

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: James Renner

Carey

JOINT RESOLUTION

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON

BENTON COUNTY RESOLUTION NO. 05 532  
FRANKLIN COUNTY RESOLUTION NO. 2005 357

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO  
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin  
County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board,  
and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the  
Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, five vacancies exist on the Board, and

WHEREAS, Debby Sprong has demonstrated interest and indicated willingness to accept appointment to  
the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Debby Sprong, residing at 4402 South Irby Loop, Kennewick, WA 99337, be  
hereby appointed to the Benton-Franklin Counties' Mental Health Advisory Board for a term of  
appointment that will expire on December 31, 2007.

DATED: 8.22.05

Charles L. Olson  
Chairman of the Board

Mar E Benitz  
Member

Leo M Bowman  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: Carmie McKenzie  
Clerk of the Board

DATED: AUG. 29, 2005

Frank H. Brink  
Chairman of the Board

David Larkman  
Member

RL Ross  
Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: Mary Withers  
Clerk of the Board

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: Debby Sprong

Carey

JOINT RESOLUTION

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON

BENTON COUNTY RESOLUTION NO. 05 533  
FRANKLIN COUNTY RESOLUTION NO. 2005 358

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO  
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin  
County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board,  
and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the  
Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, five vacancies exist on the Board, and

WHEREAS, Linda Waite has demonstrated interest and indicated willingness to accept appointment to the  
Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Linda Waite, residing at 660 Swift Blvd, Suite A, Richland, WA 99352, be  
hereby appointed to the Benton-Franklin Counties' Mental Health Advisory Board for a term of  
appointment that will expire on December 31, 2007.

DATED: 8-22-05

Clark L. Allen

Chairman of the Board

Ma E Bentley

Member

Leo M Bauman

Member

Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: Carm McFonze  
Clerk of the Board

DATED: AUG. 29, 2005

Frank A. Brink

Chairman of the Board

David Bauman

Member

Rehan

Member

Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: Mary Withers  
Clerk of the Board

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: Linda Waite

Carey

**FRANKLIN COUNTY RESOLUTION NO. 2005 359**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: AMENDMENT TO FRANKLIN COUNTY RESOLUTION 2005-331 FOR THE AS 400 SYSTEM – IBM AGREEMENT FOR SERVICE FROM AN IBM BUSINESS PARTNER AND STATEMENT OF WORK FOR SERVICES ACQUIRED FROM AN IBM BUSINESS PARTNER**

**WHEREAS**, Franklin County Resolution 2005-331 approved the Certificate of Acceptance and Term Lease Supplement Agreement between Franklin County and IBM Credit; and

**WHEREAS**, the Information Services Director received additional contracts from IBM acknowledging service and software for the AS 400 system, requiring the Boards authorizing signature; 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 amends Franklin County Resolution 2005-331 and approves the attached IBM Agreement for Service from an IBM Business Partner, Contract Number A889J8, and Statement of Work for Services Acquired from an IBM Business Partner, Customer Number TTEP89J8, for a five year term effective October 1, 2005 through September 30, 2010.


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

**APPROVED** this 29<sup>th</sup> 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

Originals: Auditor  
Minutes  
IBM Corporation

cc: Information Services

# IBM Statement of Work for Services Acquired from an IBM Business Partner

ServiceSuite

2005 359

## 1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Machine maintenance and Program support Services contained in this Statement of Work apply only when you have contracted for an associated Machine maintenance Service or Program support Service as specified in the Schedule.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

## 2. Contract Period

Start Date: 10-01-2005End Date: 09-30-2010

Unless specified otherwise, IBM will automatically renew each contracted Service for the same number of years as the contract period specified above. You may notify IBM (at least one month prior to the end of the current contract period) of your desire to change the length of the renewal. Charges will be recalculated at the start of each renewal period. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other of their decision not to renew.

## 3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Statement of Work or an associated Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM Agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below. By signing below, both of us agree to the terms of this Statement of Work without modification.

Agreed to:  
Franklin County

By



Authorized signature

Name (type or print): Frank H. Brock

Date: August 29, 2005

Customer Company address:

1016 North 4th  
Pasco WA 99301

Telephone number: 509-545-3509

Billing Address:

Franklin County  
1016 North 4th  
Pasco WA 99301Agreed to:  
International Business Machines Corporation

By

Authorized signature

Name (type or print):

Date:

Statement of Work number: A889J8

Agreement number:

Customer number: TTEP89J8

IBM Address:

IBM CORPORATION  
4111 NORTHSIDE PARKWAY  
ATLANTA, GA 30327



EXHIBIT 11  
Franklin County Auditor

August 29, 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 24, 2005

Franklin County Commissioners:

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

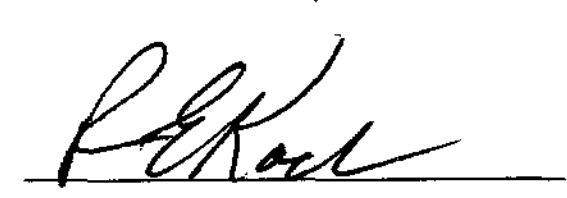
Action: As of this date, August 24, 2005,

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>
Current Expense	46538-46544	\$2,552.37
Current Expense	46545-46581	\$32,143.28
Current Expense	46582-46636	\$59,873.29
Current Expense	46637	\$10.62
Current Expense	46638-46664	\$3,781.69
TRAC	8773	\$.93
Jail Commissary	2090-2094	\$4,661.67
Law Library	950-952	\$4,445.03

In the amount of **107,468.88**. 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

EXHIBIT 12  
**Franklin County Auditor**

August 29, 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 29, 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 29, 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>
Veteran's Assistance	1236-1239	\$2,229.35
Current Expense	46665-46669	\$378.19
Election Revolving	275-276	\$893.17


In the amount of **3,500.71**. The motion was seconded by  
And passed by a vote of **3** to **0**.



August 29, 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, 08/29/2005 ,  
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
<b>Salary Clearing Payroll:</b>		
	38153-38265	169,285.13
	38266-38276	162,934.71
	Direct Deposit	<u>198,411.58</u>
	<b>Total</b>	<b><u><u>\$530,631.42</u></u></b>

In the amount of \$ **530,631.42** . The motion was seconded by 

and passed by a vote of 3 to 0

**Emergency Mgmt Payroll:**

7384-7394	\$3,754.24
7395-7403	4,071.94
Direct Deposit	<u>6,698.01</u>
<b>Total</b>	<b><u><u>\$14,524.19</u></u></b>

**Irrigation Payroll:**

11063-11076	\$7,572.79
11077-11084	\$4,029.97
Direct Deposit	<u>0.00</u>
<b>Total</b>	<b><u><u>\$11,602.76</u></u></b>

**VOUCHER APPROVAL**

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO  
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND  
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$28,984.10 ON THIS 29TH DAY OF AUGUST 2005.

**2005 YEAR VOUCHERS**

**MV&PW EQUIPMENT FUND**

**500 000 001**

**548.60**

  
 Board Member

  
 Board Member

  
 Board Member

Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Parts	78.15
	Chevron USA, Inc.	Oil in bulk	1,104.92
	City of Pasco	Service to shop	34.97
	Clyde West	Primary and parking brake cables & adjuster	161.63
	Columbia Basin Paper	Foam cups	18.41
	Connell Grange	Tire repair on trailer	26.93
	Critzer Equipment	Cylinders, trans clutch, bushings, & misc.	7,827.84
	D&R Auto Parts	Camco WW fluid	73.69
	Lithia Dodge of Tri-Cities	Filter	11.65
	Mountain Oil, Inc.	Gasoline for Sheriff vehicles	18.92
	Darrel Farnsworth	Reimbursement for camera purchase	436.95
	Express Freight Service	Shipping charge for box of parts	9.98
	NAPA Auto Parts	Parts for the month of July 2005	970.80
	Pasco Ford New Holland	Fuel pump for WE1873	193.51
	Ranch & Home	Rope & 7 pole die case w/spring	38.52
	Russ Dean Ford	Parts	495.18
	Six States Distributors	Window kits, hub caps & fender kit	208.45
	Tifco Industries	Pins, circuit breaker, fuses, connectors & misc.	96.32
	Tire Factory	Flat repair for HT9110	28.70
	Tri-City Battery	Batteries	377.41
	U.S. Linen	Service to shop	348.87
	Western Peterbilt, Inc.	Clutch fan, filters & switch for HT9410	732.62
	Wondrack Distributing	Diesel & gasoline	15,598.06
	W.W. Grainger	Lamp	91.62

FRANKLIN COUNTY RESOLUTION NO. 2005 360

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Franklin County, Washington.

**RE: INTERAGENCY AGREEMENT BETWEEN STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY AND FRANKLIN COUNTY SOLID WASTE**

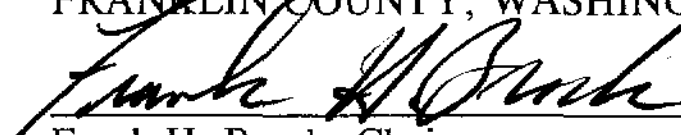
**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

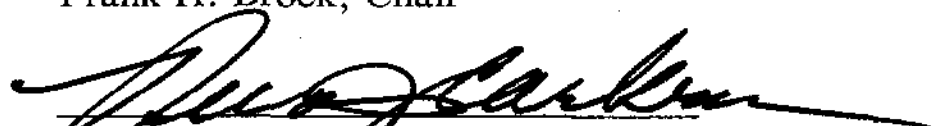
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

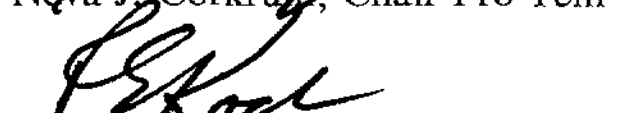
**NOW, THEREFORE, BE IT RESOLVED** that the attached interagency agreement between State of Washington Department of Ecology and Franklin County Solid Waste is hereby approved by the Board.

**APPROVED** this 29 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 of the Board

INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
FRANKLIN COUNTY SOLID WASTE

This is a binding agreement entered into by and between the Washington State Department of Ecology, hereinafter referred to as ECOLOGY, and Franklin County Public Works, hereinafter referred to as the RECIPIENT. The purpose of this agreement is to provide funding for the RECIPIENT's community litter cleanup program.

RECIPIENT ADDRESS

Franklin County Solid Waste  
3416 Stearman Avenue  
Pasco, WA 99301

RECIPIENT REPRESENTATIVE

Tim Fife

RECIPIENT PROJECT COORDINATOR

TELEPHONE

FAX

E-MAIL

Sally McKenzie  
(509) 545-3551  
(509) 545-2133  
smckenzie@co.franklin.wa.us

ECOLOGY PROJECT OFFICER

TELEPHONE

FAX

E-MAIL

Gary Lambacher  
(509) 329-3506  
(509) 329-3572  
glam461@ecy.wa.gov

FUNDING SOURCE

Waste Reduction, Recycling, and  
Model Litter Control Fund

ESTIMATED COMMUNITY INVESTMENT

\$ 156,455

STATE SHARE

\$ 44,075

FEDERAL TAX IDENTIFICATION NO.

91-6001315

The period of performance of this agreement begins on **July 1, 2005**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT. The work will be completed on **June 30, 2007**, unless terminated sooner as provided for herein.

To ensure safety, litter crews will be outfitted with traffic signs, cones and warning lights, and crew members will wear personal protective equipment, at minimum gloves and WSDOT approved highly visible clothing. Supervisors will be trained in road safety procedures and practices, and all crew members will be informed of safe work practices in traffic zones and hazardous materials that may be encountered before beginning a work project.

Eligible Costs:

The RECIPIENT shall use awarded funds to pay for the crew supervisor salaries and benefits, vehicle and storage space rental, some supplies, some equipment, and discounted disposal costs. Crew member salaries or compensation will not be eligible.

Community Investments:

Community Investments include the following: Basin Disposal will provide the RECIPIENT with a reduced disposal fee (reduced \$16 to \$31/ton), as a sponsor of the work crew. The city in turn will display Basin disposal's logo on the crew vehicle. The RECIPIENT will donate \$2,000 worth of equipment, tools and supplies. The use of inmate labor for the litter crews, and associated probation fees and savings from the inmates not utilizing jail space is valued at over \$123,000.

Expected Outcomes/Impacts:

The RECIPIENT expects to clean up litter on 850 miles of roadway, 125 acres of public property and 225 illegal dump sites. It is estimated that this effort will require 2,000 supervisor hours and 8,500 crew member hours resulting in 160,000 pounds of litter and 30,000 pounds of illegal dump debris being cleaned up. 12,000 pounds of material will be recycled.

**3. PROJECT TASK: Litter and Illegal Dumping Education**

Maximum Eligible Cost: \$ 275

Schedule: July 1, 2005 through June 30, 2007

Goal Statement:

The goal of this task is to educate the residents of Franklin County about the value of maintaining a litter free community and to support the litter cleanup efforts of the county.

Project Description:

The RECIPIENT plans to organize a county wide litter bag give away through the Franklin County Auditors office, at the Department of Licensing. The litter bags will be given away to all residents who come in to the office to purchase vehicle license tabs. Information will also be displayed including anti-littering messages and the amount of litter being cleaned up from Franklin County's roadways.

Eligible Costs:

Eligible costs include 5 hours of administrative time and supplies such as litterbags, and bilingual informational signs.

Expected Outcomes/Impacts:

The RECIPIENT expects that litter bag program will educate residents about the appropriate manner in which to handle vehicle garbage. This should result in less litter per mile of roadway cleaned by future litter pickup crews.

**Payments shall be made payable to:**  
Franklin County Solid Waste  
3416 Stearman Avenue  
Pasco, WA 99301

### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

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

### **TERMINATION**

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

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of

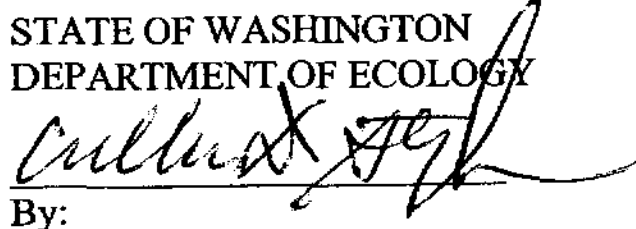


**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

  
By:

Title:

Date:

9/21/05

FRANKLIN COUNTY SOLID WASTE

  
By:

Title: *Chair County Com.*

Date: *8-29-05*

**APPROVED AS TO FORM ONLY**  
Assistant Attorney General

**APPROVED AS TO FORM ONLY**  
Franklin County Prosecutor's Office

  
\_\_\_\_\_

**2005 361**

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Franklin County, Washington.

**RE: A RESOLUTION AUTHORIZING APPLICATION(S) FOR FUNDING ASSISTANCE FOR A BOATING FACILITIES PROGRAM (BFP) PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 79A.25 RCW, BOATING FACILITIES PROGRAM**

**WHEREAS**, our organization has approved a comprehensive plan that includes this project area; and

**WHEREAS**, under the provisions of BFP, state funding assistance is requested to aid in financing the cost of planning, land acquisition and/or facility development; and

**WHEREAS**, our organization considers it in the best public interest to complete the planning, land acquisition, and/or development project described in the application;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The Public Works Director, Tim Fife, be authorized to make formal application to IAC for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. Our organization hereby certifies that its share of project funding is committed and will be derived from Park Acquisition and Capital Fund, Paths and Trails Fund, Donated Probationary Labor, and City of Pasco contribution;
4. We acknowledge that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize;
5. We acknowledge that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC (generally, IAC approves removing facilities from the perpetuity requirement when the facilities have reached their designed life expectancy, or because of extraordinary vandalism, acts of nature, fire, etc.)
6. This resolution becomes part of a formal application to IAC; and

**2005 361**

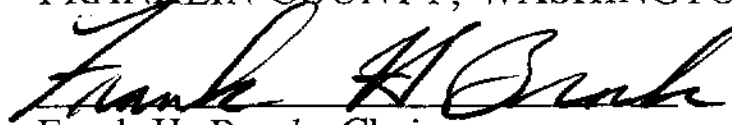
7. We provided appropriate opportunity for public comment on this application.

This resolution was adopted by our organization during the meeting held:


Location Franklin County Courthouse Annex Date 8-29-05

APPROVED this 29 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 of the Board



# FRANKLIN COUNTY

## PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer  
Guy F. Walters, Assistant Public Works Director

AUG 15 '05 AM 11:30

FRANKLIN CO PA

DATE: August 8, 2005  
RH-05-041

TO: Ryan Verhulp  
Deputing Prosecuting Attorney

FROM: Ron Horn *RH*  
Road Superintendent

SUBJECT: Claim for Damages – Quintin Richard Laubach, Claim #2005-022

Regarding this claim, Mr. Laubach claims the County truck was parked just off the road. They, in fact, were parked in an approach well off the roadway. He claims they were beside a monument that they were installing. The monument was installed previously, and the road crew was simply responding to a report that the monument cover was upside down in front of the hole. Upon arriving, they pulled well off the road into an existing approach. There were no caution signs out because they weren't working at that location, only responding to the report. As they got out of the vehicle, the county employees heard a vehicle hit the monument cover, at which time they noticed the monument cover flip up and hit the rear wheel. The car proceeded up the road for about one hundred yards. The car then pulled over to the side of the road and the driver got out of the car. After a few minutes, the car pulled onto the roadway and drove away. The driver made no attempt to speak with anyone at the scene.

I believe someone was curious about the work the County had performed and removed the cover, not properly replacing it.

Monument covers are removed and replaced by many people throughout the entire County. When one is not properly reinstalled it becomes an avoidable road hazard, for which the County should not be held responsible.

Given the information provided, I recommend that we deny this claim.

## CLAIM FOR DAMAGES

RECEIVED  
FRANKLIN COUNTY COMMISSIONERS  
cc: RYAN VERHULP  
JUL 21 2005

This claim form is provided solely as an accommodation to claimants, and the county makes no representations as to its legal sufficiency. Responsibility for complying with all requirements of state law regarding claims rests with the claimant. No county employee is authorized to advise a claimant in completing this form or reviewing its sufficiency. The county expressly disclaims responsibility for any such advice or review. (If more space is needed to answer any items, attach additional sheets and specify the item number.) Send completed and notarized claim to:

FRANKLIN CO PA  
JUL 25 '05 PM 1:43

Executive Confidential Secretary to the  
Board of County Commissioners  
Franklin County Courthouse, 1016 North 4<sup>th</sup> Avenue  
Pasco, Washington 99301-3706

STATE OF WASHINGTON )  
COUNTY OF Franklin ) ss

Quintin Richard Laubach, being first duly sworn on oath, deposes  
(print full name)

and says that I am the claimant herein and believe the contents of this claim to be true. I hereby present a claim for damages against Franklin County, Washington, based upon the following information as required by RCW 36.45.010:

1. My actual residence at the time of presenting and filing this claim is:  
250 Country Haven Lp., Pasco, WA.
2. My actual residence during the six (6) months immediately prior to the time this claim accrued was:  
Same
3. The incident for which I make claim against the county occurred on the  
20<sup>th</sup> day of July, 2005, at 2:45 a.m./p.m.  
or 3:00
4. The incident occurred at the following location:  
On Taylor Flats Rd just south of Sagemoor Rd.

5. My injury or damages were caused or happened as follows:

Driving south on Taylor Flats a County truck parked just off the road rear or beside monument they were installing in center of road - (no one in the street or caution sign out) I moved left to clear the County truck and hit something and soon the tire went flat. When I went to purchase a new tire while balancing the tire they found the wheel was bent.

6. The nature of the injury or damages I sustained are:

Tire & Wheel ruined on Left Rear

7. The amount of damages sustained are itemized. (A billing or two (2) estimates of the cost of repairs must be attached to this claim, together with the name of your insurance agency.):

\$ 210.67

DATED this 21<sup>st</sup> day of July, 2005.

Quentin Leeboal  
Claimant Signature

Telephone/Cell Number: 266-4663 cell 430-2527

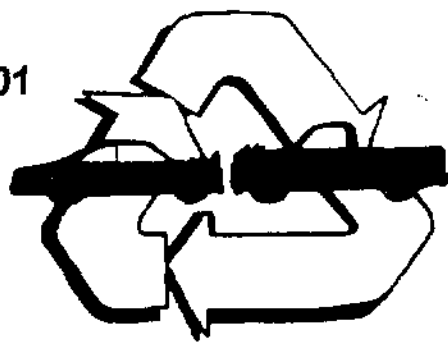
SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public  
Appointment Expires: \_\_\_\_\_

August 29, 2005

**PASCO AUTO WRECKING, INC.**

3602 East "A" Street  
Pasco, Washington 99301  
(509) 547-7242



**BUYER REAL** spect merchandise. It is sold AS IS. However, we will replace this merchandise if defective and if returned to us within 30 days in the same condition purchased. We make no other promise, guarantee, or warranty. We are not responsible for any loss caused from labor, installation, removal or use of this merchandise.

REFERENCE #	DATE	TIME
71153441	7/29/05	10:00
P.O. #	CUSTOMER #	

QUINTIN R. LAUBACH

S  
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SALESMAN

TYPE OF SALE

TAX CODE

SHIP VIA

Page 1

BMW-1

CASH

COUNTER SALE

QTY	PART NUMBER AND DESCRIPTION			UNIT PRICE	EXTENSION
1	560-04009	1U-WHEEL	STR#21504 WHEELS V#154HP52K2XH439640	100.00	100.00
Requested 96 LESABRE 16x5-1/2 (alum)					
THANK YOU!!					
Charge	.00	Card 2	100.00	Subtotal	100.00
Cash	.00	Other	.00		
Check	.00	Change	.00	Taxable	100.00
				Parts	100.00
				TAX	.30
				TOTAL	100.30

RECEIVED BY

All Claims MUST Include This Invoice.





# TIRE FACTORY

Thank you!

PASCO TIRE FACTORY INC.  
1324 NORTH 4TH AVE.  
PASCO, WA 99301  
509-547-1724

INVOICE 01-51609

S-07/20/05 E-07/20/05

S-17:00 E-17:15

Page: 1

\* \* \* I N V O I C E \* \* \*

Sold: DUNNIN LAUBACH  
250 COUNTRY HAVEN LOOP  
PASCO, WA 99301  
H-509-265-4663

Veh: 97 BUICK PARK AVE  
Lic: 229-LGN  
Mil: 7127203  
Emp: 4/4  
PO#:

Size	Part #	QTY	Description	Price	F.E.T.	Total
4 117	1000354	1.00	P215/60R16 DUNLOP SP40 A/S	93.95	0.00	93.95
4 117	10103	1.00	PASSENGER SPIN BALANCE	10.25	0.00	10.25
4 117	101012	1.00	RUBBER VALVE STEM	3.25	0.00	3.25
4 117	101016	1.00	WASHINGTON STATE TIRE TAX	1.00	0.00	1.00



# TIRE FACTORY

Left Rear wheel IS Bent.  
Needs to be Replaced.

Signature \_\_\_\_\_

PARTS	93.95	LABOR	13.50	Subtotal	108.45
Cash	10.00	Check	10.00	Credit Card	417.37
				Charge Sales Tax @ 2.200%	8.00
				Total	117.37



August 29, 2005

PASCO TIRE FACTORY INC.  
 1324 N 4TH AVE  
 PASCO, WA 99301  
 (509) 547-1724

08/29/05 16:59:29  
 MER#: 000007133718  
 STR#: 0001 TER#: 0001  
 S-A-L-E-S D-R-A-T-T

REF: 0004 BOH: 250  
 CD TYPE: MAST  
 TR TYPE: PR

TOTAL: \$117.37

ACCT: \*\*\*\*\*3859  
 EXP: \*\*\*\* AP: 589813  
 QUINTIN R LAUBACH

CARDMEMBER ACKNOWLEDGES  
 RECEIPT OF GOODS AND/OR  
 SERVICES IN THE AMOUNT  
 OF THE TOTAL SHOWN  
 HEREON AND AGREES TO  
 PERFORM THE OBLIGATIONS  
 SET FORTH BY THE  
 CARDMEMBER'S AGREEMENT  
 WITH THE ISSUER

*Q. Laubach*  
 TOP COPY-MERCHANT  
 BOTTOM COPY-CUSTOMER

FRANKLIN COUNTY  
RESOLUTION NUMBER 2005-

2005 362

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

RE: CLAIM FOR DAMAGES

WHEREAS, Quintin Richard Laubach filed a Claim for Damages after striking a monument cover on Taylor Flats Road damaging his tire and wheel in the amount of \$210.67, on or about July 20, 2005; and


WHEREAS, investigation reveals this claim to be invalid as this was an avoidable road hazard; and

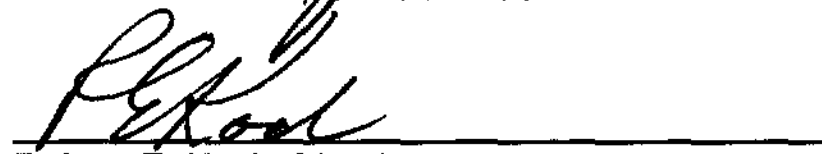
NOW, THEREFORE, IT IS HEREBY RESOLVED that the Claim for Damages filed by Quintin Richard Laubach is denied.

DONE this 29 day of August, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairperson

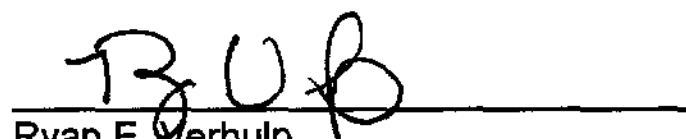
  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
Ryan E. Verhulp  
Chief Civil Deputy Prosecuting Attorney

df

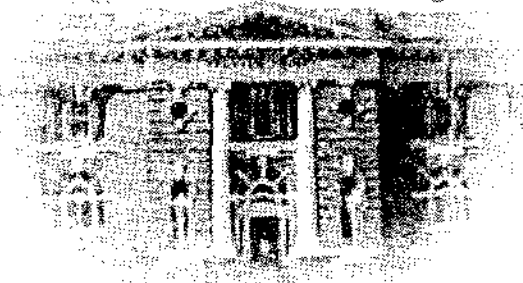
Franklin County Resolution Number 2005-

August 29, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

August 29, 2005

Vyrle Hill, Executive Director  
Washington Counties Risk Pool  
205 Clark Place SE  
Tumwater, WA 98501-4062

Re: **2005-2006 (Year R) WCRP Deposit Premiums**

Dear Vyrle:

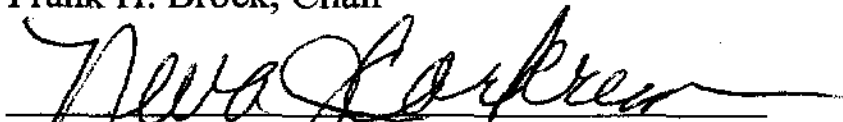
The Franklin County Board of Commissioners selected to stay with a \$25,000 deductible and accepts the optional \$5 million, increasing the liability to \$25 million.


Adjustments to Franklin County exposure units (worker hours and licensed vehicles) were previously submitted. Thank you and your staff for providing economical coverage, proactive risk management, and claims analysis.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

cc: File/LB