

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for September 21, 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; and Mary Withers, Clerk to the Board. Bob Koch, Member, was absent on personal business. Fred Bowen, County Administrator, was absent to attend the Washington State Association of Counties convention in Vancouver, Washington.

OFFICE BUSINESS

Secretary Bridgette Scott met with the Board.

Proposed 2/10ths of 1% Sales Tax

The proposed 2/10ths of 1% sales tax measure failed on yesterday's ballot. The Board discussed whether to put the tax proposal on the ballot again in November. Mr. Brock thinks we need to present it again and let people decide whether to pay it. If the people won't pay it, then the county will have to make cuts. Mrs. Corkrum is also in favor of having the tax proposal go to the ballot again. She feels the tax is needed.

Motion – Mrs. Corkrum: I move for approval of Franklin County Resolution 2005-390 regarding the levy of sales and use tax, 2/10ths of 1%. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 1)

Consent Agenda

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

1. Approval of **Resolution 2005-391**, approve signing the Joint Bi-County Resolution to recreate the Developmental Disabilities Advisory Board, approve the by-laws, appoint nine members to the Board and to authorize the Chair to sign on behalf of the Board. (Exhibit 2)
2. Approval of **Resolution 2005-392** in the matter of request for signature from the Chairmen of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and Washington State University, Research Agreement OGRD 105060-001. (Exhibit 3)
3. Approval of **Resolution 2005-393** in the matter of request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Interagency Agreement between the Juvenile Justice Center and the State of Washington, Administrative Office of the Court. (Exhibit 4)

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4. Approval of **Resolution 2005-394** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Interagency Agreement IAA06035 between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts. (Exhibit 5)

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

Vouchers

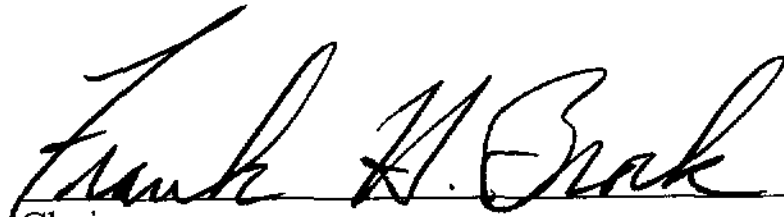
The Board gave **consensus approval** to pay the vouchers listed on Exhibit 6 when the warrants have been prepared.

Adjourned at 9:32 a.m.


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

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed October 5, 2005.

FRANKLIN COUNTY RESOLUTION NUMBER 2005-390

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

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

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

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

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

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

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

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

WHEREAS, Washington State Law requires for the passage of this proposal a majority, fifty percent (50%), of persons voting at a primary or general election must approve. The general election is November 8, 2005; and

WHEREAS, Franklin County will conduct a county wide mail-in ballot election at the next general election on November 8, 2005; and

WHEREAS, if the voters approve this proposal on November 8, 2005, the additional sales and use tax will be collected beginning on April 1, 2006, and jurisdictions will begin receiving revenue in May 2006; and

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

WHEREAS, a special tax levy of this kind was submitted to the voters on September 20, 2005 at a mail-in ballot primary election through Franklin County Resolution Number 2005-303 and the proposal did not pass due to lack of voter majority approval, and

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

BE IT HEREBY RESOLVED BY THE BOARD OF THE COUNTY COMMISSIONERS OF FRANKLIN COUNTY that a county wide mail-in ballot election be held on November 8, 2005, for the purpose of submitting to the affected voters the determination of whether or not to authorize a sales and use tax at the rate of two-tenths of one percent (0.2%), to be levied beginning in 2006 and continuing indefinitely in the absence of further action by the voters and the proceeds to be shared by the County and Cities therein for the aforementioned purposes; and

IT IS FURTHER RESOLVED that the Franklin County Auditor is hereby requested to place a proposition on the November 8, 2005 ballot in substantially the following form:

PROPOSITION NO. 1

FRANKLIN COUNTY

SALES AND USE TAX FOR CRIMINAL JUSTICE AND ROADWAY IMPROVEMENTS

"The Board of Franklin County Commissioners adopted Resolution No. 2005-390, concerning a proposition for a sales and use tax for local criminal justice and roadway improvements. This proposition would authorize the sales and use tax in Franklin County and Cities therein be increased two-tenths of one percent (0.2%) and allocate seventy percent (70%) of County's collected revenue to improve criminal justice and thirty percent (30%) of collected revenue to improve roadways. Should this proposition be approved?

Yes.....☐

No.....☐

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

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

Done this 21st day of September 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

ABSENT

Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulst
Deputy Prosecuting Attorney

JOINT RESOLUTION**BENTON COUNTY RESOLUTION NO. 05 634****FRANKLIN COUNTY RESOLUTION NO. 2005 391**

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

**IN THE MATTER OF THE RE-CREATION OF THE BENTON & FRANKLIN COUNTIES'
DEVELOPMENTAL DISABILITIES ADVISORY BOARD**

WHEREAS, the Boards of Commissioners of Benton and Franklin Counties find that the re-creation of a Developmental Disabilities Advisory Board is in the best interest of the Counties and the public; and

WHEREAS, By-laws have been developed to re-establish the rules and procedures for a Developmental Disabilities Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Benton and Franklin Counties hereby agree to act jointly in re-creating a Developmental Disabilities Advisory Board to address developmental disabilities planning and services; and

BE IT FURTHER RESOLVED that the joint advisory board shall be known as the Benton Franklin Counties' Developmental Disabilities Advisory Board and shall be composed of no more than nine members, appointed by the two Boards of County Commissioners, who shall represent the community; and,

BE IT FURTHER RESOLVED that this Developmental Disabilities Advisory Board shall exercise such duties as found in the Developmental Disabilities Advisory Board By-laws, and as requested by the Boards of Commissioners of Benton and Franklin Counties; and,

BE IT FURTHER RESOLVED that Benton Franklin Counties' Department of Human Services shall supply administrative support for this jointly created Developmental Disabilities Advisory Board, and this Board shall come into existence on October 1, 2005; and

BE IT FURTHER RESOLVED that the initial Board shall be comprised of the following individuals appointed for the terms designated below:

NAME	TERM EXPIRATION
1. Beverly Miller 935 W. 14 th Place, Kennewick WA 99336	December 31, 2005
2. Oma Dell Maxwell 1928 W. Yakima, Pasco, WA 99301	December 31, 2005
3. Christy Watts 2623 S. Kellogg Street, Kennewick, WA 99338	December 31, 2005

4. Darlene Pinney December 31, 2006
320 N. Johnson Street, Suite 600, Kennewick, WA 99336
5. Kim Blume December 31, 2006
4803 W. 10th Avenue, Kennewick, WA 99336
6. Connie Hilty December 31, 2006
2417 Michael Avenue, Richland, WA 99301
7. Ed Frost December 31, 2007
609 W. Albany Avenue, Kennewick, WA 99336
8. Rodney Bluechel December 31, 2007
4214 W. Klamath Avenue, #A-3, Kennewick, WA 99336
9. Shawna Boolen December 31, 2007
140 Riverwood Street, Richland, WA 99352

BE IT FURTHER RESOLVED, that following the initial term, the length of a term of a member on this Board shall be three years.

Dated this 10 day of Oct, 2005.

Claude R. Oliver
Claude Oliver, Chair

Max E. Benitz, Jr.
Max E. Benitz, Jr., Chair Pro Tem

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

Attest:
Carmie McFarquhar
Clerk of the Board

Originals: Franklin County Commissioners
Human Services

Dated this 21 day of September, 2005.

Frank H. Brock
Frank H. Brock, Chair

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

ABSENT

Robert Koch, Member
Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:
Mary Withers 9-21-05
Clerk of the Board

Carey

**BY-LAWS
DEVELOPMENTAL DISABILITIES ADVISORY BOARD**

NAME:

The official name shall be the "Developmental Disabilities Advisory Board".

MEMBERSHIP:

The Board shall be limited to nine (9) members. All members shall be appointed by both Boards of Commissioners. Nominations for seats shall be initiated by either the Advisory Board or by the County Commissioners. Advisory Board members shall serve three (3) year terms and until their successors are appointed and qualified, except that initially appointed members may serve longer terms so that an equal number of vacancies occur each year. No persons either receiving funds by contract or employed by an organization in receipt of funds may be appointed to the Board. Any person with a potential or real conflict of interest or who would appear to or in fact violate the appearance of the fairness doctrine shall not be appointed to the Advisory Board.

AUTHORITIES:

The Advisory Board shall:

1. review and provide recommendations on plans, policies and programs relating to developmental disabilities;
2. evaluate the performance of the developmental disabilities programs;
3. advise the Department and County Commissioners on matters relating to developmental disabilities programs;
4. advise on the needs and priorities of county citizens; and,
5. provide input on other duties as the department may prescribe by rule or resolution or amendment of these by-laws.

ELECTION OF OFFICERS:

- The officers of the Advisory Board shall consist of a Chair and a Vice-Chair and such other officers as the Advisory Board may, by majority, vote, approve and appoint.

- The officers shall serve for a period of one year computed from the date of their election. However, any officer may be removed at any time by a vote of the majority of the Advisory Board entered on record. The election of officers shall take place once a year on the occasion of the first meeting of the year.

OFFICERS:

Chair

- a. The chair shall preside over the meetings of the Advisory Board and may exercise all powers usually incident to the office, including their full rights as a member of the Advisory Board (including, but not limited to voting, seconding motions, making motions, discussions).
- b. The chair shall have full power to create standing committees or temporary committees of one or more members, charges with such duties, examinations, and inquiries relative to subjects of interest to the Advisory board, as it may by resolution or motion determine. No temporary or standing committee shall have the power to commit the Advisory Board to the endorsement of any plan or program without its submission to and adoption by the Advisory Board.

Vice-Chair

- a. The vice-chair shall, in the absence of the chair, perform all the duties incumbent upon the chair. If the chair and the vice-chair are both absent from a meeting, the members of the Advisory Board shall elect a temporary acting chair who shall have full powers of the chair for the duration of that meeting.

Secretary

- a. The Director of Human Services or his/her designated representative shall be secretary to the Advisory Board.
- b. The secretary shall keep a record of all meetings of the Advisory Board and those records shall remain the property of the Counties and be retained within the Department of Human Services.
- c. The secretary shall keep a record of all recommendations and reports of the Advisory Board forwarded to the Boards of County Commissioners for their action.
- d. The secretary shall prepare and distribute notices of meetings to the members of the Advisory Board and to the County Commissioners.

COMMITTEES:

The chair of the Advisory Board shall appoint the chair of standing or temporary committees. All committees shall be comprised of members of the Advisory Board. Members of the committees may be appointed by the chair of the Advisory Board or at his/her discretion may be selected by self-nomination or by the committee chair.

Committee operations shall follow these by-laws as set forth.

MEETINGS:

1. All meetings will be held at the Department of Human Services office unless otherwise directed by the chairperson of the Advisory Board.
2. Regular meetings shall be held once every other month, a minimum of five months per year.
3. The meeting of the Advisory Board shall be open to the public with the exception of executive sessions held pursuant to RCW 42.30.110 as it exists or is amended.

QUORUM:

A majority of the membership of the Advisory Board present for a meeting shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, shall be deemed to be the action of the Advisory Board, except in matters relating to the amendment of these by-laws.

Final recommendations to the County Commissioners for approval of amendments to these by-laws shall be by the affirmative vote of two-thirds (2/3) of the membership.

ABSENCE OF MEMBERS

Members unable to attend a regularly scheduled meeting of the Advisory Board shall so notify the secretary in advance. Three consecutive, unexcused absences shall be construed as a neglect of duty. The position shall be declared vacant, the member so notified.

MINUTES:

The secretary shall keep for each meeting recorded minutes for its formal record. Additionally, the secretary will provide written notes to the Advisory Board for each meeting which includes all actions and motions taken by the Advisory Board.

PROXY VOTING:

Voting by proxy is not permitted at meetings of the Board or its committees.

CONDUCT OF MEETING:

1. The chair, vice-chair, or acting chair will call the meeting to order.
2. The chair will request a motion to approve the written notes of the previous meeting as written or, if necessary, make amendments to the record and notes for correction.
3. The chair shall then continue with the meeting including, but not limited to, matters of old business, new business, and allowing an opportunity for public comment.

AMENDMENT:

The by-laws may be amended in the following manner:

1. At any regular meeting of the Advisory Board, the proposed amendment shall be submitted in writing and shall be read at that meeting.
2. The proposed amendment shall then be tabled to the next regular meeting for action.
3. The secretary shall send a copy of the proposed change to all members of the Advisory Board and to the Boards of County Commissioners in a reasonable time prior to the meeting, at which time it shall be acted upon. A two-thirds (2/3) majority shall be sufficient to recommend amendment or alteration of these by-laws.
4. Said recommendation must then be approved by the Boards of County Commissioners.
5. Any amendment or alteration of these by-laws may be initiated by the Boards of County Commissioners and upon a written, signed statement of amendment or alteration; the by-laws shall be so changed.

APPROVED and ADOPTED this 10 day of Oct., 2005.

BOARD OF BENTON COUNTY
COMMISSIONERS

Claude R. Oliver
Claude Oliver, Chair

Max E. Benitz, Jr.
Max E. Benitz, Jr., Chair Pro Tem

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

Attest:
Carrie McKenzie
Clerk of the Board

BOARD OF FRANKLIN COUNTY
COMMISSIONERS

Frank H. Brock
Frank H. Brock, Chair

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

ABSENT

Robert Koch, Member
Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:
Mary Withers 9-21-05
Clerk of the Board

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Joint Resolution Re-creating the Developmental Disabilities Advisory Board	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to re-create the Developmental Disabilities Advisory Board, approve the by-laws and appoint nine new members to the Board.

SUMMARY

Award: n/a

Period: n/a

Funding Source: n/a

RECOMMENDATION

- ☒ Sign the resolution to accept the proposed agreement.
- ☒ Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

There is no impact on the current expense budget.

MOTION

To approve signing the Joint Resolution to re-create the Developmental Disabilities Advisory Board, approve the by-laws, appoint nine members to the Board and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

05 593

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 392

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN
OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON
THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE
CENTER AND WASHINGTON STATE UNIVERSITY, and

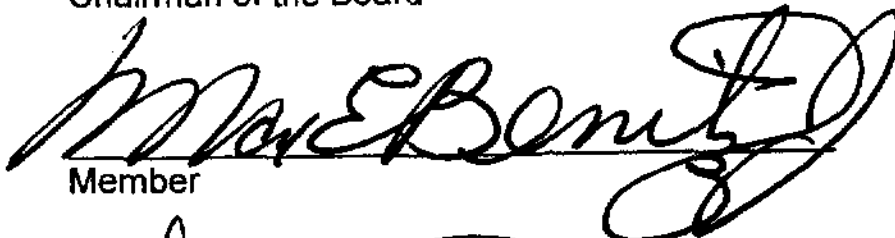
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the
best interest of the Juvenile Justice Center that the Research Agreement OGRD
105060_001 between Washington State University, and Benton-Franklin Counties Juvenile
Justice Center be approved as presented for a term commencing July 1, 2005 and
terminating on June 30, 2006, **NOW, THEREFORE**

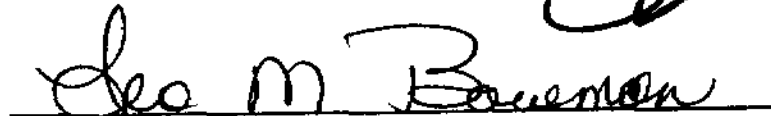
BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and
the Chairman of the Board of Franklin County Commissioners be and they hereby are
authorized to sign, on behalf of their respective county, the Research Agreement OGRD
105060_001.

DATED this 19th day of September 2005.

BENTON COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Member



Member
Constituting the Board of
County Commissioners,
Benton County, Washington

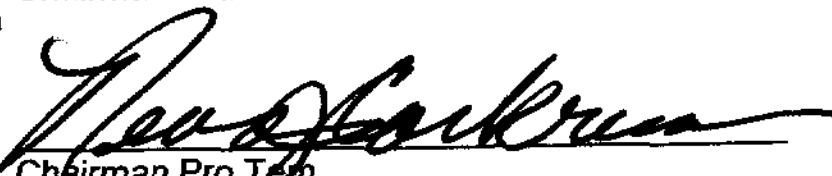
ATTEST:


Clerk of the Board

DATED this 26th day of September 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Chairman Pro Tem
ABSENT

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

ATTEST:


Clerk of the Board

**Washington State University
Research Agreement
OGRD # 105060_001**

ARTICLE 1 – PARTIES

- 1.1 THIS AGREEMENT is made and entered into by and between Washington State University, an institution of higher education and an agency of the state of Washington, hereinafter referred to as "University," and BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336, hereinafter "Sponsor."

ARTICLE 2 – PURPOSE

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

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

ARTICLE 3 - DEFINITIONS

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

ARTICLE 4 – SCOPE OF WORK

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

ARTICLE 5 – CONTRACT TERM

- 5.1 This Agreement shall be come effective on July 1, 2005 and shall be completed on June 30, 2006 unless a time extension is mutually agreed upon in writing between the Parties in accordance with Article 18 – Amendments.

ARTICLE 6 – PAYMENT TERMS

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

Total Direct Costs:	\$	3,688
Total Indirect Costs:	\$	369
Total Project Costs:	\$	4,057

- 6.2 Project Budget. *Attachment B – Budget* sets forth the Project Budget. Deviations from this Project Budget may be made to and from any expenditure object within the University system as long as such deviation is reasonable and necessary in the pursuit of the Scope of Work. The total amount identified above may not be exceeded without prior written amendment to this Agreement signed by the Parties.
- 6.3 Invoices. Periodic invoices shall be provided, in accordance with 6.1, but not more often than monthly, using the standard University invoice. Payments are due to University within forty-five (45) days from the University invoice date. Checks should be made payable to Washington State University and sent to: Controller's Office, ATTN: Sponsored Projects Finance Office, Washington State University, Pullman, WA 99164-1025.

Invoices should be sent to:

Name/Title:	<u>Benton-Franklin Counties Juvenile Justice Center</u>	Phone: <u>509.783.2151</u>
Address:	<u>5606 W Canal PL STE 106</u>	Fax: <u>509.763.2728</u>
City/State/Zip:	<u>Kennewick, WA 99336-1388</u>	

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

ARTICLE 7 – EQUIPMENT

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

ARTICLE 8 – KEY PERSONNEL

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

ARTICLE 9 – CONTROL OF RESEARCH

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

ARTICLE 10 – CONFIDENTIAL INFORMATION

- 10.1 "Confidential Information" shall mean information in written, graphic, oral or other tangible form protected by trade secret or other right of non-disclosure, including without limitation algorithms, formulae,

techniques, improvements, technical drawings and data, and computer software. Confidential Information shall not include information which: (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is required, upon advice of counsel, to be disclosed under operation of law; (f) is reasonably ascertained by University or Sponsor to create a risk to a trial subject or public health and safety.

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

ARTICLE 11 – PUBLICATION

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

ARTICLE 12 – PUBLICITY

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14 – DISPUTE RESOLUTION

- 14.1 Except as otherwise provided in this Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issue(s), state the relative positions of the Parties and be sent to all Parties. Parties must provide a response within thirty (30) days unless the Parties mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the Parties.
- 14.2 Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

ARTICLE 15 – DISCLAIMER

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

ARTICLE 16 – OMITTED**ARTICLE 17 – INDEMNITY**

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

ARTICLE 18 – AMENDMENTS

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

ARTICLE 19 – ASSIGNMENT

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

- 19.2 Notwithstanding the foregoing, and consistent with University policy, Sponsor agrees that University may assign any Inventions, Copyrights, or Trademarks developed under this Agreement to the Washington State University Research Foundation.

ARTICLE 20 – NOTICES

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

University:

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

Phone: 509.335-9661
 Fax: 509-335-1676
 E-mail: ogrd@wsu.edu

Sponsor:

Name/Title: Darryl Banks, Community Supervision Services Manager
 Address: 5606 W Canal PL STE 106
 City/State/Zip: Kennewick, WA 99336-1388

Phone: 509.783.2151
 Fax: 509.763.2728
 E-mail: darryl.banks@co.benton.wa.us

ARTICLE 21 – GOVERNING LAW

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

ARTICLE 22 – SEVERABILITY

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

ARTICLE 23- ORDER OF PRECEDENCE

- 23.1 In the event of inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Terms and Conditions contained in the basic Agreement;
 2. Attachment A – Scope of Work;
 3. Attachment B – Budget;
 4. Any other attachments; and
 5. Any other provisions incorporated by reference or otherwise into this Agreement, including Attachment C-Federal Grant Application I-200-00205

INITIAL HERE

ARTICLE 24 – ALL WRITINGS CONTAINED HEREIN

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

ARTICLE 25 – NON-DISCRIMINATION

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

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

WASHINGTON STATE UNIVERSITY

Name: Dan NordquistTitle: Director, OGRDDate: 8/17/05

SPONSOR

Name: Sharon A. ParadisTitle: Juvenile Court AdministratorDate: 8/19/05

Benton County Approval

Approved as to Form:

Sarah Villanueva 8/22/05
 Sarah Villanueva, Deputy Prosecuting Attorney Date

By:

Name: Claude L. OliverTitle: Chairman, Board of CommissionersDate: 9-19-05

Attest:

Clerk of the Board: Carm McFadden

Franklin County Approval

Approved as to Form:

BUB 09.08.05
 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By:

Name: Frank H. BrockTitle: Chairman, Board of CommissionersDate: 9-21-05

Attest:

Clerk of the Board: Mary Wither

ATTACHMENT A – SCOPE OF WORK**OGRD #**

(See Article 3 & 4)

Laurie A. Drapela, Ph.D.
Faith E. Lutze, Ph.D.
Washington State University

Scope of Work for Family Violence Intervention Program Project:

The scope of work for the Benton Franklin County Juvenile Justice Center's (BFCJJC) Family Violence Intervention Project (FVIP) is primarily composed of outcome evaluation reports. These reports will compare a cohort of FVIP completers to a matched group of comparison subjects who did not have the opportunity to participate in FVIP. It is hypothesized that the additional care, counseling, and monitoring of FVIP juveniles will result in: a) fewer youth referrals to juvenile court for violent behavior (against family members as well as other persons); b) greater reductions in risk factors for violence (e.g., perceptions of the efficacy of violence to solve conflicts, etc.); and c) an increase in pro-social coping skills. These comparisons will be made at six-month and one-year intervals after the clients last program exposure (approximately one year after program entry).

Research Samples and Methodology:

The evaluation will compare the above stated outcomes between two groups: 1) the group of adolescents who completed the BFCJJC's Family Violence Intervention Project; and 2) youth are similar to the treatment group on a host of risk factors, but whom did not receive the FVIP intervention because it was not available to them. The second group is known in research terminology as a "retrospective comparison group." A major advantage of the retrospective comparison group is that it can curtail a major threat to internal validity known as selection bias. Put differently, if all eligible clients in the FVIP are allowed into the program (as is planned), then the only persons available for a "real time" comparison of the program are those people who declined to participate or those who participated in FVIP, but dropped out. Such individuals may be much less motivated to change their violent behavior than those who complete the FVIP. Thus, any positive result of the FVIP program on violent behavior may not be due to the program itself, but the motivational differences for change in the two groups inherent at the outset of the evaluation. Comparing program graduates to a group of similar juveniles who did not have the opportunity to participate in FVIP is a methodologically appropriate way to address the issue of client motivation.

The BFCJJC's FVIP is also well suited for a retrospective comparison group for several other reasons. Because they chose their FVIP target population from the caseload of juveniles who had been brought to the attention of the court for violent person-to-person offenses against a family member, BFCJJC program staff has been collecting data on the risk and protective factors of such youth, as well as the types of services they were typically getting before the implementation of the FVIP. This means that the comparison group subjects can be accurately matched to the FVIP "graduates" in terms of these risk and protective factors, as well as other demographics related to violent behavior such as gender, age, and race. Criminal history or criminal risk score is also another dimension that will be considered when matching control and treatment subjects. Additionally, because BFCJJC staff is aware of what types of services some youth were getting before FVIP, program graduates can be compared to similar youth who either a) received no services; or b) were referred to either the Division of Children and Family Services (DCFS) Family Reconciliation Services (FRS). Such a comparison maximizes both the methodological rigor and validity of the evaluation outcomes because the baseline level of service for clients in need is a realistic reflection of pre-program juvenile justice system services.

To summarize: the outcome evaluation will use a retrospective comparison group methodology to compare FVIP program completers to a group of comparison subjects who are matched on the following dimensions: race, gender, age, criminal risk/history, and risk/protective factors from the Case Management Assessment Process (CMAP). CMAP is a validated assessment tool used by all juvenile courts in Washington State. The comparison group will be juveniles referred to the BFCJJC for a violent person-to-person offense in the year prior to the implementation of the FVIP to minimize the possibility of historical events that would significantly affect the study's outcomes.

Expected Products and Timelines:

The Benton-Franklin County Juvenile Justice Center's Family Violence Intervention Program started accepting clients in July 2005. Juveniles who complete the FVIP program will have their last program exposure in July 2006. The two evaluation reports will be completed at six-month and one-year intervals – December 2007 and July 2007, respectively.

ATTACHMENT B – BUDGET
OGRD #
(See Articles 3 & 5)

Salaries and Wages	\$2,434
Fringe Benefits	\$ 828
Travel	\$ 250
Supplies/Services	\$ 176
Equipment	\$ 0
Subcontracts	\$ 0
Other Direct Costs	\$ 0
Total Direct Costs	\$3,688
Indirect Costs	\$ 369
Total Costs	\$4,057

**ATTACHMENT C – PRIME AGREEMENT
OGRD #105060_001
(See Article 23.1)**

See Attached Prime Agreement-Federal Grant Application #I-200-00205

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:42PM P2

OFFICE OF JUVENILE JUSTICE (OJJ)
FEDERAL GRANT APPLICATION
 Please read all instructions carefully.

For assistance, contact the Department of Social and Health Services (DSHS)
 Office of Juvenile Justice at (360) 723-3600 or FAX (360) 407-0152.

CONTRACT NUMBER I-200-00205	RECEIVED DATE: 8/15/05 DSHS JUVENILE JUSTICE UNIT
PROGRAM AREA	

1. AGENCY: DO NOT USE PERSON'S NAME			
AGENCY NAME Benton-Franklin Counties Juvenile Justice Center		TELEPHONE NUMBER (509) 783-2151	FAX NUMBER (509) 736-2728
STREET ADDRESS 5606 W Canal PL STE 106		CITY Kennewick	STATE ZIP CODE WA 99336-1388
MAILING ADDRESS 5606 W Canal PL STE 106		CITY Kennewick	STATE ZIP CODE WA 99336-1388
2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT; DO NOT USE PERSON'S NAME			
NAME Benton-Franklin Counties Juvenile Justice Center		TELEPHONE NUMBER (509) 783-2151	
STREET ADDRESS 5606 W Canal PL STE 106		FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES) 91-6001296	
CITY Kennewick		STATE ZIP CODE WA 99336	
3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE			
Community Delinquency Prevention Program - Family Violence Intervention Program Project			
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>a. 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 <i>Sharon A. Paradis</i>		DATE 06/06/2005	
ACCEPTANCE OF OFFER/COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance		OJJ CONTRACTING OFFICER'S SIGNATURE <i>Mary E. Smith</i> DATE 6/13/05	
5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS			
NAME AND TITLE Darryl Banks, Community Supervision Services Manager		TELEPHONE NUMBER (509) 783-2151	
STREET ADDRESS 5606 W Canal PL STE 106		FAX NUMBER (509) 736-2728	
CITY Kennewick		E-MAIL ADDRESS darryl_banks@co.benton.wa.us	
STATE ZIP CODE WA 99336			
6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE VERIFICATIONS, FINANCIAL REPORTS)			
NAME AND TITLE Shannon Jones, Administrative Services Manager		TELEPHONE NUMBER (509) 783-2151	
STREET ADDRESS 5606 W Canal PL STE 106		FAX NUMBER (509) 736-2728	
CITY Kennewick		E-MAIL ADDRESS shannon_jones@co.benton.wa.us	
STATE ZIP CODE WA 99336			
<p>Violation of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval 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.</p>			

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:43PM P3

FEDERAL GRANT APPLICATION

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 06/06/2005
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PROJECT TITLE
Community Delinquency Prevention Program - Family Violence Intervention Program Project

PROJECT PERIOD
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

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		\$57,757	
	B. Supplies			
	C. Other services and charges			
	D. Capital outlay/equipment			
	E. Travel		\$203	
	F. Contractual services		\$4,057	
	TOTAL DIRECT CHARGES		\$62,017	
	G. Indirect charges			
	TOTAL PROJECT COST		\$62,017	
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		\$62,017	%
	2. Match		\$31,009	%
				%
				%
				%
				%
				%
				%
				%
	TOTAL PROJECT FUNDS		\$93,026	%

PROJECT SUMMARY: GIVE A BRIEF NARRATIVE SUMMARY OF THE PROJECT
Family Violence Intervention Project provides immediate intervention, empirically validated assessment and research-based programming to families referred to the Benton-Franklin Counties Juvenile Justice Center for Domestic Violence.

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:43PM P4

FEDERAL GRANT APPLICATION

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 06/06/2005
---	--------------------

PROJECT TITLE

Community Delinquency Prevention Program - Family Violence Intervention Program Project

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
Counselor II	\$40,794	50 %	\$20,397
Counselor II	\$50,303	47 %	\$23,642
		%	
FICA	\$3,369	100 %	\$3,369
Retirement (PERS)	\$2,321	100 %	\$2,321
Insurance	\$7,042	100 %	\$7,042
Workman's Comp	\$435	100 %	\$435
Accumulated Leave	\$551	100 %	\$551
		%	
		%	
		%	
		%	
CATEGORY TOTAL	\$104,815	85 %	\$57,757

JUSTIFICATION AND EXPLANATION: 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.

Salary and benefits for one 50% FTE and one 47% FTE project staff (Juvenile Probation Counselor II's) are derived from the current Benton County salary schedule. The 50% Counselor will be a Master's level staff employed by the BFJJC. The 47% Counselor will be a Bachelor's level staff employed by the BFJJC. Associated taxes and benefits are consistent with Federal and State rates and/or required under the current bargaining unit agreements to BFJJC personnel.

Project personnel will be responsible providing immediate intervention, assessment, short term case management, referral and providing the Strengthening Families Program. These services and programs are specifically designed to prevent continued family violence, strengthen family systems, and reduce youth recidivism.

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:44PM P5

FEDERAL GRANT APPLICATION

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 06/06/2005
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PROJECT TITLE

Community Delinquency Prevention Program - Family Violence Intervention Program Project

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
CATEGORY TOTAL			

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
CATEGORY TOTAL			

Aug. 15 2005 04:45PM P6

AGENCY NAME

DATE

06/06/2005

PROJECT TIME

Community Delinquency Prevention Program - Family Violence Intervention Program Project

[illegible]

This category is for nonexpendable outlays which result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category. NOTE: Exclude small tools.

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

[illegible]

10. BUDGET DETAILS- CATEGORY E TRAVEL

Travel costs are for domestic travel. Contractors may follow their own established rate for staff travel as long as the rate does not exceed the allowable state rate.

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

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
Local Staff Travel - Fuel for County vehicle			
(Approx. 8 gal/mo or 96 gal/yr x \$2.13/gal = \$203/yr)	1	\$203	\$203
CATEGORY TOTAL			\$203

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:46PM P7

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	06/06/2005

PROJECT TITLE
Community Delinquency Prevention Program - Family Violence Intervention Program Project

[illegible]

The following types of personal services may be contracted:

EVALUATION/RESEARCH
LEGAL
ACCOUNTING
MEDICAL AND HEALTH SERVICES
AUDITING
SOCIAL SERVICES

SOCIAL SERVICES			
ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
Independent Outside Evaluator - (1% of total amount)	1	\$4,057	\$4,057
Washington State Unviversity			
CATEGORY TOTAL			\$4,057

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
We believe allocating 100% of available funds to direct program costs is a			
more effective use of limited funding. Indirect Cost expenditures incurred			
will be considered an in-kind / courtesy contribution above and beyond			
required cash match.			
CATEGORY TOTAL			

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:46PM PB

FEDERAL GRANT APPLICATION

AGENCY NAME Denton-Franklin Counties Juvenile Justice Center	DATE 06/06/2005
---	--------------------

PROJECT TITLE

Community Delinquency Prevention Program - Family Violence Intervention Program Project

II. 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

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

II. IMPLEMENTATION AND METHODS

- 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.
- Identify the sources, expected number of referrals, and the manner in which those referrals are likely to occur.
- As applicable, outline the involvement of any other community organization/agency (human services, juvenile court, schools, law enforcement, support groups, service clubs, etc.).
- Identify agencies from which letters of agreement will be obtained.
- Describe staffing and staff qualifications.

III. 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"> Three FTEs. After school facility and playground. College student volunteers. Foundation funding. At-risk sixth grade students. 	<u>For example:</u> <ul style="list-style-type: none"> After school mentoring. Homework assistance. Sports and exercise. Health snack. Positive reinforcement for non-aggressive behavior. 	<u>For example:</u> <ul style="list-style-type: none"> Three-hour program everyday after school for 40 at-risk students. One hour homework assistance. One hour sports and exercise. One hour snack and reading. 	<u>For example:</u> <ul style="list-style-type: none"> Increase in grades (GPA) at end of school year. Increase in pro-social behaviors. Decrease in aggressive behaviors. Decrease in recidivism. 	<u>For example:</u> <ul style="list-style-type: none"> Prevention of juvenile delinquency. Prevention of violent behavior.

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

FROM : BFJJC ADMINISTRATION

FAX NO. : 973727437

Aug. 15 2005 04:47PM P9

FEDERAL GRANT APPLICATION

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 06/06/2005
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PROJECT TITLE

Community Delinquency Prevention Program - Family Violence Intervention Program Project

1. DESCRIPTION OF THE PROJECT (START ON THIS PAGE)

Attached.

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No. 1977 P. 1

ATTACHMENT A

FEDERAL GRANT APPLICATION
GENERAL TERMS AND CONDITIONS**A. 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 41.08 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.

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L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT (CONTINUE)

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 39.84 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.

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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.

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.

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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, 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.

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2. 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 to 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.

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Contract all 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 284(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 87, Section 87.510, 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.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 592FRANKLIN COUNTY RESOLUTION NO. 2005 393

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

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

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement Number IAA06004 between the State of Washington, Administrative Office of the Court, and Benton-Franklin Counties Juvenile Justice Center 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 and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 19th day of September 2005.

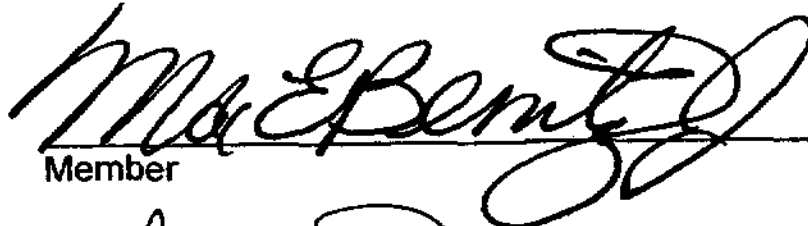
DATED this ²¹/₂₆th day of September 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Chairman of the Board


Member


Chairman Pro Temp



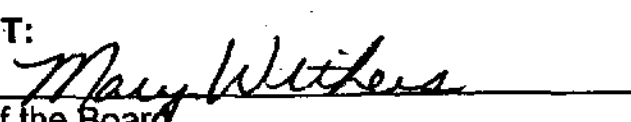
ABSENT

Member
Constituting the Board of
County Commissioners,
Benton County, Washington

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

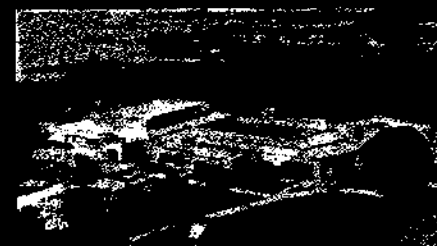
ATTEST:

Clerk of the Board

ATTEST:

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

IAA06004

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON-FRANKLIN COUNTY
ON BEHALF OF THE BENTON/FRANKLIN COUNTY JUVENILE COURT**

THIS AGREEMENT is made and entered into by and between the state of Washington Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, Washington 98504-1170, hereinafter referred to as "AOC," and Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W Canal Dr, Suite 106, Kennewick, Washington 99336-1388, hereinafter referred to as the "Court."

IT IS THE PURPOSE OF THIS AGREEMENT for the Court to increase the number of children served by court-appointed special advocates (CASA's) in dependency matters or reduce the average caseload of volunteers to recommended CASA standards of 3-4 clients per volunteer in its jurisdiction.

STATEMENT OF WORK

The Court shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of management of a CASA program to serve juvenile dependency cases. The Court will ensure that the CASA program and CASA volunteers comply with the statutory requirements contained in RCW 13.34.100 and 102. The Court will submit semi-annual reports to AOC detailing information about the number of children served and the number of volunteers. The format of the report will be that employed in CASA Interagency Agreement ICA-2004-511 between AOC and the Court. Semi-annual reports are due as follows:

Period	Report Due
07/01/05 - 12/31/05	01/10/06
01/01/06 - 06/30/06	07/10/06
07/01/06 - 12/31/06	01/10/07
01/01/07 - 06/30/07	07/10/07

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2005, and be completed on June 30, 2007, unless terminated sooner as provided herein.

PAYMENT

The parties have determined that the cost to the Court of accomplishing the work herein will not exceed \$53,947.00. Payment by AOC to the Court for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

BILLING PROCEDURE

The COURT shall submit invoices to Regina McDougall of AOC at PO Box 41170, Olympia, Washington 98504-1170. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding between state funded CASA programs. If it appears the Court may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement 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 service(s) 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 AOC. 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 such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of this Agreement, including materials incorporated by reference.

ASSIGNMENT

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

WAIVER

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

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

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.


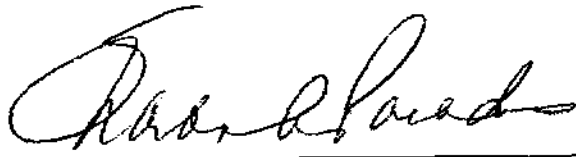


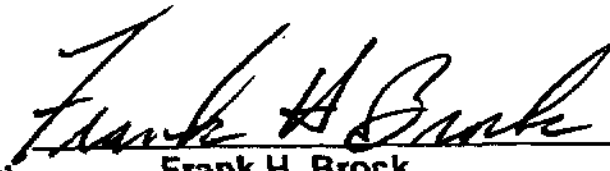
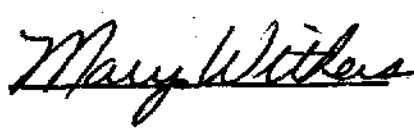
CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

AOC Program Manager for AOC is: Regina McDougall
PO Box 41170
Olympia, Washington 98504-1170,
Phone: 360-705-5337
E-mail: Regina.McDougall@courts.wa.gov.

Court Program Manager: Sharon Paradis
Benton/Franklin Counties Juvenile Justice Center
5606 W Canal Dr, Suite 106
Kennewick, Washington 99336-1388
Phone: 509-736-2724
E-mail: Sharon.Paradis@co.benton.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE ADMINISTRATIVE OFFICE OF THE COURTS	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 Ann Sweeney, Director Judicial Services Division	 Sharon A. Paradis, Juvenile Court Administrator
<u>7 OCTOBER 2005</u> Date	<u>8/29/05</u> Date
APPROVED AS TO FORM: ATTORNEY GENERAL'S OFFICE: _____ Date: _____	
BENTON COUNTY APPROVAL Approved as to Form: <u>Sarah Villanueva 9/2/05</u> Sarah Villanueva, Deputy Prosecuting Attorney Date By:  Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>9-19-05</u> Attest: Clerk of the Board: 	FRANKLIN COUNTY APPROVAL Approved as to Form: <u>RYAN VERHULP 09.08.05</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date By:  Name: <u>Frank H. Brock</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>9-21-05</u> Attest: Clerk of the Board: 

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

05 591

FRANKLIN COUNTY RESOLUTION NO. _____

2005 394

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN
OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON
THE INTERAGENCY AGREEMENT IAA06035 BETWEEN THE JUVENILE
JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE
OF THE COURTS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the
best interest of the Juvenile Justice Center that the Interagency Agreement IAA06035
between the State of Washington, Administrative Office of the Courts, and Benton-Franklin
Counties Juvenile Justice Center be approved as presented for a term commencing July 1,
2005 and terminating on June 30, 2007, **NOW, THEREFORE**

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

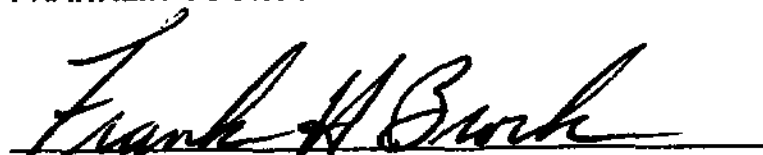
DATED this 19th day of September 2005.DATED this ~~26~~²¹ day of September 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

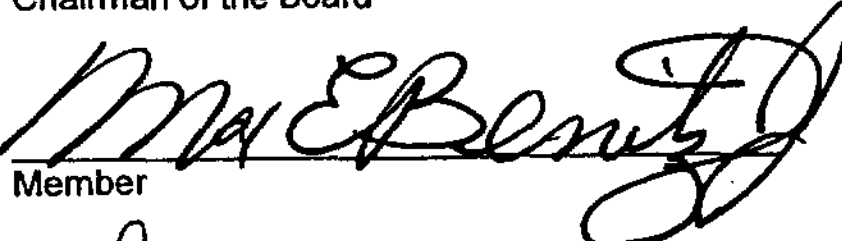
FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman of the Board



Member



Chairman Pro Tem

ABSENT



Member
Constituting the Board of
County Commissioners,
Benton County, Washington

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

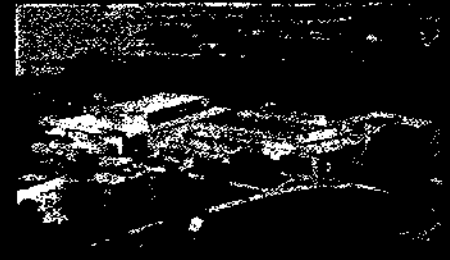
ATTEST: 
Clerk of the Board

ATTEST: 
Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

IAA06035

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON-FRANKLIN COUNTY
ON BEHALF OF THE BENTON/FRANKLIN COUNTY JUVENILE COURT**

THIS AGREEMENT is made and entered into by and between the state of Washington Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, Washington 98504-1170, hereinafter referred to as "AOC," and Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W Canal Dr, Suite 106, Kennewick, Washington 99336-1388, hereinafter referred to as the "Contractor."

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to process Becca Bill programs and services within its jurisdiction.

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor will handle Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW).

The Contractor shall submit quarterly Becca Bill summary reports to AOC, which shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

1. CHINS petitions;
2. ARY petitions; and,
3. Truancy petitions.

4. The format of the report is attached as Exhibit B and is incorporated herein.

Quarterly reports are due as follows:

Period	Report Due
07/01/05 - 9/30/05	10/10/05
10/01/05 - 12/31/05	01/10/06
01/01/06 - 03/31/06	04/10/06
04/01/06 - 06/30/06	07/10/06
07/01/06 - 9/30/06	10/10/06
10/01/06 - 12/31/06	01/10/07
01/01/07 - 03/31/07	04/10/07
04/01/07 - 06/30/07	07/10/07

PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2005 through June 30, 2007, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$554,725 for costs incurred during this Agreement period.
- b. Contractor shall receive payment for its actual costs associated with the processing of CHINS, ARY and Truancy petitions.
- c. Contractor shall not be reimbursed until monthly A-19 invoices are received and approved by AOC.
- d. If this Agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of an invoice detailing reimbursable expenses. Invoices are to be sent to Regina McDougall, Administrative Office of the Courts, P.O. Box 41170, Olympia, WA 98504. AOC will remit payment to the Contractor in a total amount not to exceed the value of this Agreement.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of expenses under this Agreement.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding between county Becca Bill programs. If it appears Contractor may not expend the maximum Agreement amount, AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History.** In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile.

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC with the signed agreement. Contractor shall also document the background check/criminal history clearance process it employs for monitoring purposes.

- b. **Sexual Misconduct.** Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

RECORDS MAINTENANCE

The parties to this Agreement 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 service(s) 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

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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

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DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this

process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Description of Services To Be Provided; and
- c. Any other provisions of this Agreement, including materials incorporated by reference

ASSIGNMENT

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

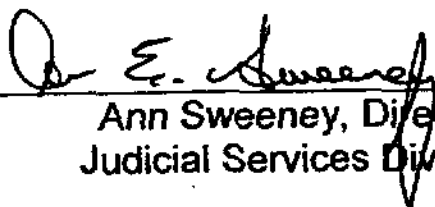
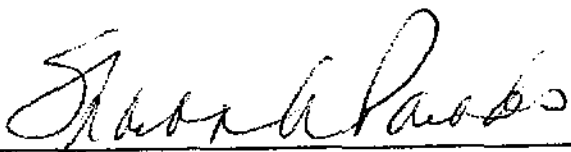


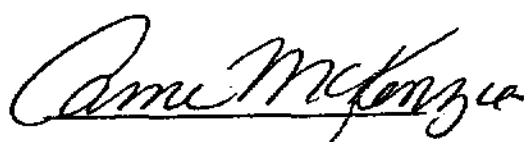
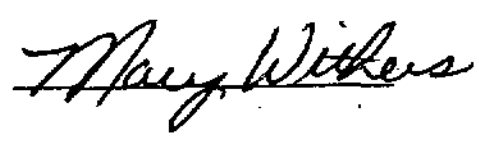
CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

AOC Program Manager for AOC is: Regina McDougall
PO Box 41170
Olympia, Washington 98504-1170,
Phone: 360-705-5337
E-mail: Regina.McDougall@courts.wa.gov.

Contractor Program Manager: Sharon Paradis
Benton/Franklin Counties Juvenile Justice Center
5606 W Canal Dr, Suite 106
Kennewick, Washington 99336-1388
Phone: 509-736-2724
E-mail: Sharon.Paradis@co.benton.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

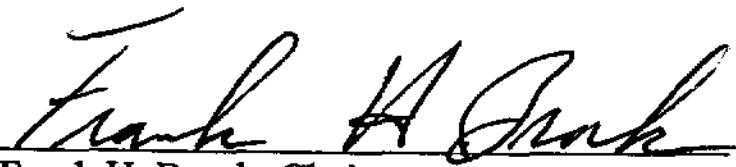
THE ADMINISTRATIVE OFFICE OF THE COURTS	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 Ann Sweeney, Director Judicial Services Division	 Sharon A. Paradis, Juvenile Court Administrator
<u>7 October 2005</u> Date	<u>9/1/05</u> Date
APPROVED AS TO FORM: ATTORNEY GENERAL'S OFFICE: _____ Date: _____	
BENTON COUNTY APPROVAL Approved as to Form:	FRANKLIN COUNTY APPROVAL Approved as to Form:
<u>Sarah Villanueva 9/2/5</u> Sarah Villanueva, Deputy Prosecuting Attorney Date	<u>BOB 09.08.05</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By:  Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>9-19-05</u>	By:  Name: <u>Frank H. Brock</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>9-21-05</u>
Attest: Clerk of the Board: 	Attest: Clerk of the Board: 

September 21, 2005

Vouchers/Warrants

Mr. Brock: I verbally approve payment of the following vouchers/ warrants:

1. Current Expense warrant from the Commissioners Budget to the IAFE Conference in the amount of \$1,200.00.
2. Current Expense and Miscellaneous Expense warrants to the Washington Counties Risk Pool in an amount totaling \$285,159.00.
3. Miscellaneous Expense warrants from the Miscellaneous Boards Budget for health care payments totaling \$2,421.92.
4. Miscellaneous Expense warrants from the Miscellaneous Boards Budget to LEOFF I members for medical services totaling \$814.31.


Frank H. Brock, Chair