

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for February 13, 2006

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

LOBBYIST

The Board talked to Lobbyist Jim Potts by phone about current legislative issues.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mr. Koch: I move for approval of the consent agenda for February 13, 2006, as follows:

1. Approval of **joint Resolution 2006-092** in the matter of appointing Hector DeLeon as a County-Designated Mental Health Professional. (Exhibit 1)
2. Approval of **joint Resolution 2006-093** 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 Richard D. Cornish, Ph.D., effective January 1, 2006 through June 30, 2007. (Exhibit 2)
3. Approval of **joint Resolution 2006-094** 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 Michael Henry, MS, ABS, effective January 1, 2006 through June 30, 2007. (Exhibit 3)
4. Approval of **joint Resolution 2006-095** 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 Frederico DeVoe, d/b/a Well Spoken Interpreting, effective January 1, 2006 through June 30, 2007. (Exhibit 4)

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

Vouchers/Warrants

Motion – Mr. Koch: I move that we accept expenditures totaling \$7,030.86 for Current Expense warrant 736. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 5)

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Motion – Mr. Koch: I move for approval of the following payroll vouchers/warrants: Salary Clearing Payroll warrants 39433 through 39531 for \$150,344.20; warrants 39532 through 39538 for \$45,980.76; and Direct Deposit for \$218,230.71; for a total amount of \$414,555.67. Second by Mrs. Corkrum. 2:0 vote in favor.

The cover sheet also includes the following amounts:

Emergency Management Payroll warrants 7742 through 7748 for \$3,211.51; warrants 7749 through 7753 for \$1,547.84; and Direct Deposit for \$7,810.49; for a total amount of \$12,569.84; and

Irrigation Payroll warrants 11454 through 11470 for \$7,296.03; and warrants 11471 through 11475 for \$1,001.85; for a total amount of \$8,297.88. (Exhibit 6)

Vouchers/Warrants

A voucher for TRAC to pay TRIDEC dues was reviewed. Mr. Bowen asked staff to pull the voucher until he has talked to TRAC Manager Troy Woody.

Motion – Mr. Koch: I move we accept the expenditures for numerous items for the amount of \$245,185.09 minus the \$500 of warrant #9154:

Current Expense warrants 49231 through 49300 for \$39,670.04; FC Public Facilities Construction Fund warrants 737 and 738 for \$15,085.69; FC RV Facility warrants 213 through 220 for \$2960.35; Law Library warrants 969 and 970 for \$10,064.22; Jail Commissary warrants 2157 through 2162 for \$4504.36; Franklin County Enhanced 911 warrants 1110 through 1118 for \$19,736.87; Election Equipment warrants 306 through 309 for \$3475.94; Grand Old 4th warrants 85 and 86 for \$1191.04; Current Expense warrants 49301 through 49332 for \$15,785.50; Courthouse Renovation Fund warrants 371 and 372 for \$6419.47; Crime Victims warrants 335 through 337 for \$852.72; Courthouse Renovation Fund warrant 370 for \$857.74; TRAC warrants 9159 through 9205 for \$58,713.48; TRAC warrants 9131 through 9158 for \$13,867.67; Current Expense warrants 49333 for \$25,514.50; Auditor O&M warrant 357 for \$13.51; Election Equipment warrant 310 for \$109.81; Crime Victims warrant 338 for \$115.67; Jail Commissary warrant 2163 for \$150.13; County Roads warrant 47620 for \$6246.52;

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Solid Waste warrants 2049 and 2050 for \$428.73; TRAC warrant 9206 for \$2967.03; FC Noxious Weed warrant 2733 for \$528.20; and Pest Control warrant 433 for \$220.90.

Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 7)

TREASURER

Treasurer Tiffany Coffland and Information Services Director Kevin Scott met with the Board.

Cashiering Software

Ms. Coffland said the Board told her in December that she could go ahead with the purchase of cashiering software costing \$5040 if Information Services had some money to pay for it.

Mr. Scott said he had not realized prior to the end of the 2005 budget year that Ms. Coffland had already received Board approval and the funding source had been identified. The money cannot be spent out of the 2005 budget now. There is \$10,000 in the Capital Outlay budget for miscellaneous software. Mr. Scott feels uncomfortable taking an unbudgeted line item out this early in the year but that is a just-in-case line item. He can take the funds from that line if the Board would like, realizing the line may need to be replenished later in the year.

Budget figures were reviewed. Mr. Scott answered the Board's questions about funds in various line items. The county will receive some reimbursement from the state for some computer items. Mr. Bowen believes the reimbursement amounts will go into the general fund rather than into the Information Services budget.

In answer to Mrs. Corkrum's question, Mr. Bowen said a computer replacement schedule was presented during budget workshops. Mr. Scott answered Mrs. Corkrum's questions about the computer replacement program funds. Mrs. Corkrum wants to keep track of what we spend on computers in the upgrades.

The Board gave **consensus approval** for the purchase of the software. A resolution will be prepared for the consent agenda to purchase the software, create a new line in the budget, transfer \$10,000 into it, and purchase the software out of that line item.

Mr. Scott left the meeting.

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QWest Refund Judgment for property taxes

Ms. Coffland told the Board about a judgment that QWest has received for a refund. QWest quit paying taxes under protest. There is a refund due them. We have to create a budget called a refund levy budget to pay the refund from. The county owes \$25,390.75. The total from all Franklin County districts is about \$144,000. We could either pay cash or do interest-bearing warrants. The county will levy for it next year to recoup our costs of paying this judgment. The judgment was received last week so it was not in time to levy for it this year.

Ms. Coffland told the Board a public hearing will be held to create a budget. The next step will be to contact each district to let them know what their share will be. Some will probably pay cash for small amounts. Pasco School District and the City of Pasco owe the larger amounts. Interest has been calculated for a payment date of June 1.

Ms. Coffland asked if some of the districts do not have money available to pay right away, would the county be willing to loan these districts the money and then have them pay us back with interest, so we don't have to do interest-bearing warrants? She thinks many of the districts could pay it out of their first-half tax collections this year.

Mr. Koch said it's fine as long as the districts don't abuse it. He can foresee them saying we don't have the money; you pay it. Ms. Coffland said the districts will recoup their costs because next year we will set a refund levy so the money will go back to them. She does not want to do interest-bearing warrants.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Letter of Understanding between City of Pasco and Franklin County re: Pending Franklin County PUD purchase of Taylor Flats Tap Line from BPA

The BPA owns a power line going west from Road 68. It is inside the right-of-way where Franklin County and City of Pasco want to build a major arterial road. The BPA does not want anything under their power line. The solution is to purchase the line from BPA and then Franklin PUD would own the line.

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The Board reviewed a letter from Pasco City Manager Gary Crutchfield to Tim Fife.

Mr. Fife recommended transferring \$50,000 of our Federal aid to the City of Pasco and they will put the cash forward to purchase the line in our behalf. The road will be built approximately half in the city and half in the county. Mr. Fife said the easement didn't show on the plat. It actually goes into a lot of people's back yards.

Motion – Mr. Koch: I move that we accept the participation and purchase of Taylor Flats Tap Line. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 8)

Maintenance Chemical Spray – Roadside Application Agreement between Franklin County and Darry-Air, Inc.

Motion – Mr. Koch: I move that we accept the contract for chemical spray – roadside application between Franklin County and Darry-Air. This is Resolution 2006-096.

Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 9)

Executive Session at 9:57 a.m. regarding personnel expected to last 10 minutes.

Open Session at 10:03 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Preservation Lobby Day

Mr. Bowen has been asked by Chris Moore of Washington Trust for Historic Preservation to attend courthouse preservation lobby days in Washington, D.C., on March 13 and 14, 2006. Mr. Bowen will be in Washington, D.C., the week before also. A grant application has been submitted that may pay for some of the costs. Mr. Bowen asked for approval to stay in Washington, D.C., for the extra days. The Board **gave approval.**

Removal of vehicle at Chiawana Park

A bill has been received from Big Toe, Inc., for removal of a vehicle at Chiawana Park. Mr. Bowen thinks it should be paid from Contingency. The Board agreed.

Inter Budget Transfer of \$1000 from Rainy Day Fund to Capital Projects Fund Budget #300-000-001

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Mr. Bowen explained the need for the budget transfer. When the money comes in from the sale of property, the Rainy Day fund can be reimbursed. There was a transfer of \$15,000 from this fund into the Rainy Day fund. Once the binding site plan was approved, Rogers Surveying put the property pins in and pulled the other ones.

Motion – Mr. Koch: I move we accept the inter budget transfer of \$1000 from Rainy Day Fund to Capital Projects Fund Budget #300-000-001. This is Resolution 2006-097. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 10)

Contingency Reserve Budget

The Board reviewed Contingency Reserve budget figures. Mrs. Corkrum said she wants to make sure the \$1500 for the marijuana eradication line item is not transferred into another line in the Sheriff's budget.

OTHER BUSINESS

Final Approval Short Plat SP 2005-13, Ruth Coie

Motion – Mr. Koch: I move final approval for SP 2005-13. This is Resolution 2006-098. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 11)

Final Approval Short Plat SP 2005-11, Dean Olin

Motion – Mr. Koch: I move final approval for SP 2005-11. This is Resolution 2006-099. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 12)

Recessed at 10:27 a.m.

Reconvened at 11:30 a.m.

\$10,000 GRANT PRESENTATION

Superior Court Clerk Mike Killian introduced Scott Sackett to the Board. Present in audience: Tri-City Herald Reporter Melissa Hoyos.

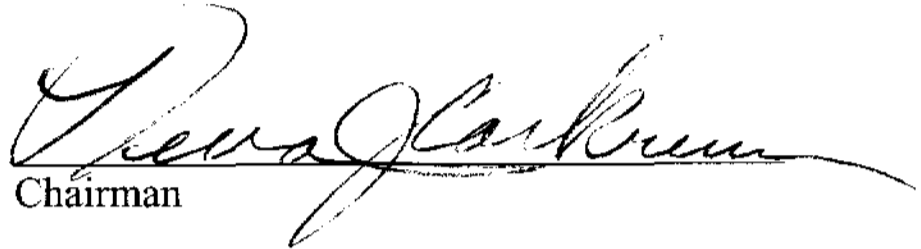
Mr. Sackett, an archivist with the Washington State Archives, Central Regional Branch at Ellensburg, presented the Franklin County Commissioners with a \$10,000 State Archives Local Records Grant. Mr. Sackett is the Local Records Grant Program Coordinator. The award is for supplies and vendor costs associated with scanning and creating security microfilm for the Commissioners' minutes and resolutions.

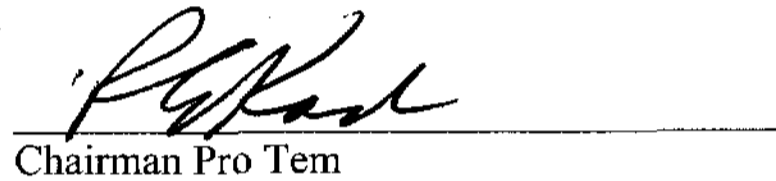
Adjourned at 11:36 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 14, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem

ABSENT
Member

Attest:


Clerk to the Board

Approved and signed February 22, 2006.

JOINT RESOLUTION**06 215****BENTON COUNTY RESOLUTION NO. _____****FRANKLIN COUNTY RESOLUTION NO. 2006 092**

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

**IN THE MATTER OF APPOINTING COUNTY-DESIGNATED MENTAL HEALTH
PROFESSIONALS**

WHEREAS, it is the Counties' responsibility to appoint County-Designated Mental Health Professionals (CDMHPs) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34 and 70.96A RCW; and

WHEREAS, individuals employed by Benton Franklin Counties' Department of Human Services' Crisis Response Unit perform the CDMHP duties for Benton County and Franklin County; and

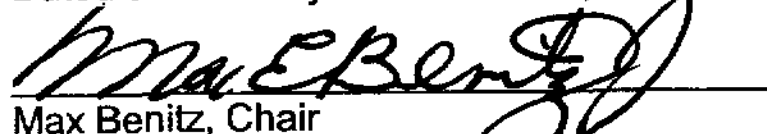
WHEREAS, the Crisis Response Unit wishes to appoint Hector DeLeon as a CDMHP since he now meets the educational and/or experience requirements as specified in WAC 388-865-0245; and

WHEREAS, the list of appointed County Designated Mental Health Professionals, attached hereto as Exhibit A, is updated to include Hector DeLeon and delete Jana Page and Bonnie Kendall, both of whom no longer work for the Crisis Response Unit; **NOW THEREFORE**,

BE IT RESOLVED, that Jana Page and Bonnie Kendall are terminated as County Designated Mental Health Professionals and Hector DeLeon be appointed as a County Designated Mental Health Professional; and

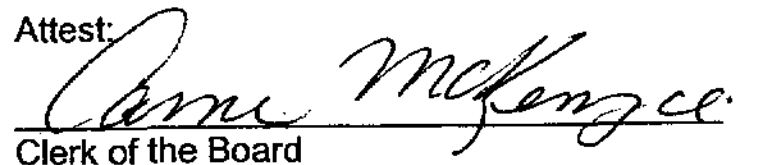
BE IT FURTHER RESOLVED that appointments of County Designated Mental Health Professionals shall be limited to the period during which they are assigned to perform the functions of a CDMHP and are employed by the Crisis Response Unit of Benton and Franklin Counties.

Dated this day of, 2006.


Max Benitz, Chair


Leo Bowman, Chair Pro Tem


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

Attest:

Carme McKenzie
Clerk of the Board

Dated this 13th day of FEB., 2006.


Neva Corkran, Chair


Robert Koch, Chair Pro Tem

ABSENT
Frank Brock, Member
Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:

Mary Withers
Clerk of the Board

EXHIBIT A

**COUNTY-DESIGNATED
MENTAL HEALTH PROFESSIONALS**

Dated: February 6, 2006

<u>NAME</u>	<u>DATE APPOINTED</u>
Joyce R. Ninnemann, ARNP.....	June, 1991
Patrick C. R. Brunk	January, 1992
Debra A. Kietzman.....	January, 1992
James C. Laws	January, 1992
James C. Martin.....	January, 1992
Nowita Peters	May, 1993
James Tutwiler.....	April, 1994
Robert B. Davidson.....	April, 1994
Randi Hankins	July, 1996
Kyle Sullivan	February, 1998
Kathleen Laws	September, 2000
Cristina Maldonado	February, 2004
Gordon Cable	June, 2004
Hector DeLeon.....	February, 2006

EXHIBIT 1
FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

February 13, 2006

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>
Subject:	Joint Resolution for Appointment of	Pass Resolution	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	Hector DeLeon as CDMHP	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

County Designated Mental Health Professionals (CDMHPs) are appointed by counties to perform the duties defined in WAC 388-865-0245. The Department of Human Services would like Hector DeLeon appointed as a CDMHP. He is employed at the Crisis Response Unit and meets the educational and/or experience requirements specified in the WAC.

SUMMARY

Remove two CDMHP appointments (Jana Page and Bonnie Kendall) who are no longer employed at the Crisis Response Unit and appoint Hector DeLeon as a CDMHP. An updated CDMHP list is attached to the Resolution.

RECOMMENDATION

Sign the Joint Resolution to appoint Hector DeLeon as a CDMHP.

FISCAL IMPACT

There is no fiscal impact.

MOTION

To approve signing the Joint Resolution to appoint Hector DeLeon as a County Designated Mental Health Professional while employed at the Crisis Response Unit.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

06 073

FRANKLIN COUNTY RESOLUTION NO. _____

2006 093

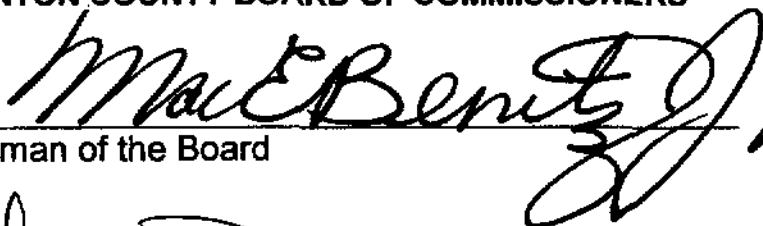
BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

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 RICHARD D. CORNISH, Ph.D., and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Richard D. Cornish, Ph.D., and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2006 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 Personal Services Contract.

DATED this 6th day of February 2006
BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



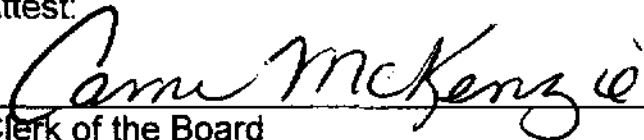
Member



Member

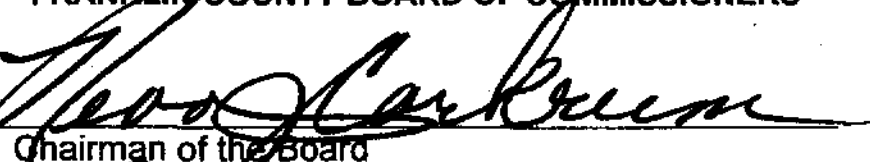
Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:



Clerk of the Board

DATED this 13th day of February 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



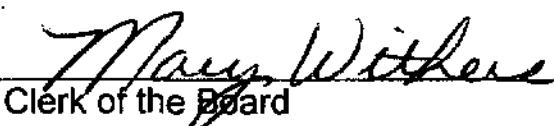
Chairman Pro Tem

ABSENT

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:



Clerk of the Board

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND RICHARD D. CORNISH, PH.D.

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Richard D. Cornish, Ph.D. with his principal office at 1776 Fowler STE 11, Richland, WA, 99352 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2006, through June 30, 2007. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

A. Pursuant to RCW 13.40.160, the Contractor shall provide services for selected first time, adjudicated sex offenders.

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
 - a. Respondents version of the facts;
 - b. Official version of the facts;
 - c. Respondent's offense history;
 - d. Assessment of problems in addition to the alleged deviant behaviors;
 - e. Respondent's, social, educational, and employment situation;
 - f. Other evaluation measures used;
 - g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:
 - a. Frequency and type of contact between offender and treatment providers;
 - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
 - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements; and monitoring by family members, legal guardians, or others;
 - d. Anticipated length of treatment, and
 - e. Recommended crime-related prohibitions.
3. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator

- B. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For Contractor:
Richard D. Cornish, Ph.D.
1776 Fowler STE 11
Richland WA 99352

B. For Counties:

**Sharon Paradis, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336**

4. COMPENSATION

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

- A. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. At the rate of \$70.00 per hour for individual or staff supervision services and Provider meetings.
- E. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- F. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- G. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- H. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- I. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- A. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
- B. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or

omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

7. **INSURANCE**

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy-limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars

(\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. Other Insurance Provisions:

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies,

and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336**

6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

8. **TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract by giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

11. INDEPENDENT CONTRACTOR

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

12. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as well as all pertinent JRA Administration Policy Bulletins.

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this contract.

- A. Background Check/Criminal History

1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
2. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

15. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as

defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

19. CONFIDENTIALITY

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

21. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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


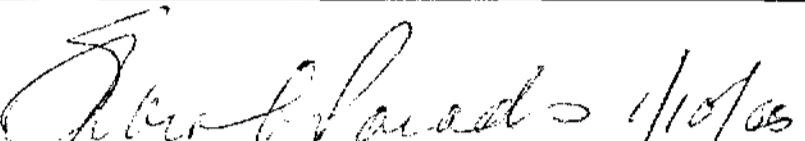
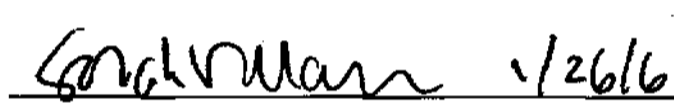
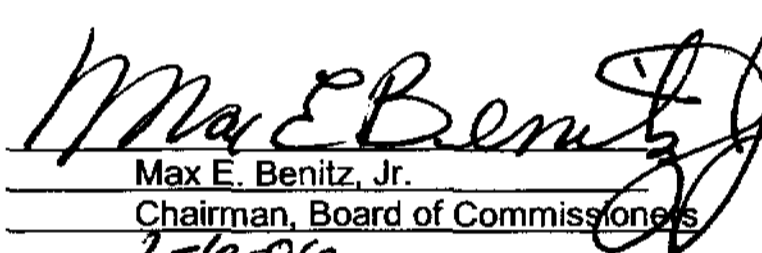


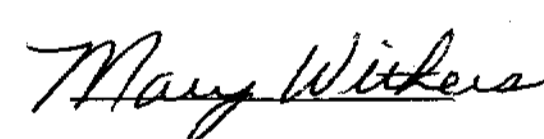
23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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

Contractor	Benton Franklin Counties Juvenile Justice Center
	
Richard D. Cornish, Ph.D.	Sharon A. Paradis
Date	Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p> 1/26/06</p> <p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Max E. Benitz, Jr.</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>2-6-06</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u></p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Neva J. Conkum</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>FEB. 13, 2006</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 02-06-06 F/C 02-13-06	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Personal Services Contract between BFJJC and Richard Cornish, Ph.D.	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

Richard D. Cornish, Ph.D., has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2006 through June 30, 2007, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

SUMMARY

These services will be paid for by SSODA dollars.

RECOMMENDATION

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Dr. Cornish.

FISCAL IMPACT

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

MOTION

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Dr. Cornish, to provide sex offender treatment as outlined above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

06 074

FRANKLIN COUNTY RESOLUTION NO. _____

2006 094

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 MICHAEL HENRY, MS, ABS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Michael Henry, MS, ABS, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2006 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 Personal Services Contract.

DATED this 6th day of February 2006
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13th day of February 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Chairman of the Board


Member


Chairman Pro Tem


Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

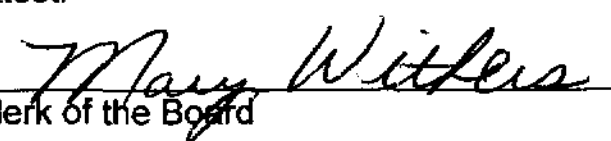

Clerk of the Board

ABSENT

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND MICHAEL HENRY, MS, ABS.

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Michael Henry, MS, ABS. with his principal offices at PO Box 429, Richland, WA, 99352-0429 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2006, through June 30, 2007. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

A. Pursuant to RCW 13.40.160, the Contractor shall provide services for selected first time, adjudicated sex offenders.

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
 - a. Respondents version of the facts;
 - b. Official version of the facts;
 - c. Respondent's offense history;
 - d. Assessment of problems in addition to the alleged deviant behaviors;
 - e. Respondent's, social, educational, and employment situation;
 - f. Other evaluation measures used;
 - g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:
 - a. Frequency and type of contact between offender and treatment providers;
 - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
 - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
 - d. Anticipated length of treatment, and
 - e. Recommended crime-related prohibitions.
 3. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator
- B. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For Contractor: **Michael Henry, MS, ABS.**
PO Box 429
Richland WA 99352-0429

B. For Counties: Sharon Paradis, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

4. COMPENSATION

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

- A. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$150.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- E. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- F. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- G. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- H. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. **AMENDMENTS AND CHANGES IN WORK**

- A. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
- B. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

6. **HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

7. **INSURANCE**

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy-limit it shall be at least two times the incident, loss or person limit. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized

forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. Other Insurance Provisions:

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:
**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336**
6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If

requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract by giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions

of this Contract at a later time.

11. INDEPENDENT CONTRACTOR

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

12. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as well as all pertinent JRA Administration Policy Bulletins.

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this contract.

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

volunteers who may or will have regular access to any client/juvenile.

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

B. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

15. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended

by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

19. CONFIDENTIALITY

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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

Contractor	Benton Franklin Counties Juvenile Justice Center
<i>Michael Henry 1-13-06</i>	<i>Sharon A. Paradis 1/10/06</i>
Michael Henry, MS, ABS. Date	Sharon A. Paradis Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><i>Sarah Villanueva 1/26/06</i></p> <p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: <i>Max E. Benitz, Jr.</i></p> <p>Name: <u>Max E. Benitz, Jr.</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>2-6-06</u></p> <p>Attest:</p> <p>Clerk of the Board: <i>Carm McFeyce</i></p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Benton County _____</p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: <i>Neva J. Corkrum</i></p> <p>Name: <u>Neva J. Corkrum</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>FEB 13, 2006</u></p> <p>Attest:</p> <p>Clerk of the Board: <i>Mary Winters</i></p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 02-06-06 F/C 02-13-06		
SUBJECT: Personal Services Contract between BFJJC and Michael Henry, MS, ABS.		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

Michael Henry, MS, ABS, has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2006 through June 30, 2007, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

SUMMARY

These services will be paid for by SSODA dollars.

RECOMMENDATION

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Michael Henry, MS, ABS.

FISCAL IMPACT

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

MOTION

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Michael Henry, MS, ABS, to provide sex offender treatment as outlined above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 075FRANKLIN COUNTY RESOLUTION NO. 2006 095

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND FREDERICO DE VOE, DBA, WELL SPOKEN INTERPRETING, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Frederico DeVoe, dba, Well Spoken Interpreting and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2006 and terminating on December 31, 2006, **NOW, THEREFORE**

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

DATED this 6th day of February 2006
BENTON COUNTY BOARD OF COMMISSIONERS

Ma E Benitz
Chairman of the Board

Leo M Boueman
Member

Clark L Allen
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Carmie McKenney
Clerk of the Board

DATED this 13th day of February 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS

David Johnson
Chairman of the Board

Rekord
Chairman Pro Tem

ABSENT

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Mary Withers
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

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND FREDERICO DE VOE, DBA, WELL SPOKEN INTERPRETING

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Frederico DeVoe, dba, Well Spoken Interpreting, with its principal offices at 2805 W. Ella ST, Pasco, WA 99301 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be **January 1, 2006, through December 31, 2006**. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. Provide interpreting services to defendants and families on an as needed basis during court proceedings at the Benton-Franklin Counties Juvenile Justice Center.
- B. The Contractor agrees to provide its own labor and materials. The Counties will not supply any material, labor, or facilities unless otherwise provided for in this Contract.
- C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For Contractor: **Frederico De Voe**
2805 W. Ella ST
Pasco WA 99301
- B. For Counties: **Sharon Paradis, Administrator**
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

4. COMPENSATION

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

- A. At the rate of \$30.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings at the Benton-Franklin Counties Juvenile Justice Center.
- B. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- C. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- D. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- E. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- F. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- A. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
- B. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

INSURANCE

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy-limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to

the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. Other Insurance Provisions:

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception

to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

**Juvenile Court Administrator
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336-1388**
- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If Contractor is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to Counties. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism

8. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the

Counties. The Counties may terminate this Contract by giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

11. INDEPENDENT CONTRACTOR

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to ~~do so from the Counties' contract representative or designee.~~

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract:

A. Background Check/Criminal History

- 1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- 2. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

- 1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- 2. The Contractor shall ensure that written notification must occur within seven (7)

days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Pl. STE 106, Kennewick, WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute

relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

19. CONFIDENTIALITY

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- A. This Contract has been and shall be construed as having been made and delivered ~~within the state of Washington~~, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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

Well Spoken Interpreting	Benton Franklin Counties Juvenile Justice Center
<i>Frederico DeVoe</i> 1/25/06	<i>Sharon A. Paradis</i> 1/19/06
Frederico DeVoe Date	Sharon A. Paradis Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:	Approved as to Form:
<i>Sarah Villanueva</i> 1/26/06	<i>Agreed Review Performed by Benton County</i>
Sarah Villanueva, Deputy Prosecuting Attorney Date	Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: <i>Max E. Benitz, Jr.</i>	By: <i>Neva J. Corkrum</i>
Name: Max E. Benitz, Jr.	Name: Neva J. Corkrum
Title: Chairman, Board of Commissioners	Title: Chairman, Board of Commissioners
Date: 2-6-06	Date: FEB. 13, 2006
Attest:	Attest:
Clerk of the Board: <i>Carrie McConzy</i>	Clerk of the Board: <i>Mary Wickers</i>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 02-06-06 F/C 02-13-06	Executive Contract XX	PUBLIC HEARING
SUBJECT: Frederico DeVoe, dba, Well Spoken Interpreting Contract	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

Frederico DeVoe, dba, Well Spoken Interpreting, is a certified Spanish and Russian Interpreter for Medical, Social and Court matters in the State of Washington and State of Oregon. By law we are required to provide interpreting services to defendants and families during court proceedings.

Mr. DeVoe has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on an occasional basis. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period of January 1, 2006 and through December 31, 2006.

SUMMARY

Mr. DeVoe, dba, Well Spoken Interpreting, is a certified Spanish and Russian interpreter in Washington and Oregon for medical, social and court matters. Compensation is set forth in the actual contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting.

FISCAL IMPACT

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2006 Budget.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting.

EXHIBIT 5
Franklin County Auditor

February 13, 2006

1016 North 4th Avenue
Pasco, WA 99301

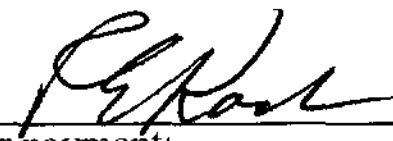
ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

February 8, 2006

Franklin County Commissioners:

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

Action: As of this date, February 8, 2006, 
Move that the following warrants be approved for payment:

FUND Expenditures	WARRANT Range	AMOUNT Issued
FC Public Facilities Const Fund	736	\$7,030.86

In the amount of 7,030.86. The motion was seconded by
And passed by a vote of 2 to 0



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

February 13, 2005

Franklin County Commissioners:

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

Action: As of this date, 02/13/2006 *[Signature]*,
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
Salary Clearing Payroll:		
	39433-39531	150,344.20
	39532-39538	45,980.76
	Direct Deposit	<u>218,230.71</u>
	Total	<u>\$414,555.67</u>

In the amount of \$ **414,555.67** . The motion was seconded by *[Signature]*
and passed by a vote of 2 to 0 .

Emergency Mgmt Payroll:

7742-7748	\$3,211.51
7749-7753	1,547.84
Direct Deposit	<u>7,810.49</u>
Total	<u>\$12,569.84</u>

Irrigation Payroll:

11454-11470	\$7,296.03
11471-11475	\$1,001.85
Direct Deposit	<u>0.00</u>
Total	<u>\$8,297.88</u>

EXHIBIT 7
Franklin County Auditor

February 13, 2006

1016 North 4th Avenue
Pasco, WA 99301


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

P.O. Box 1451
Pasco, WA 99301

February 13, 2006

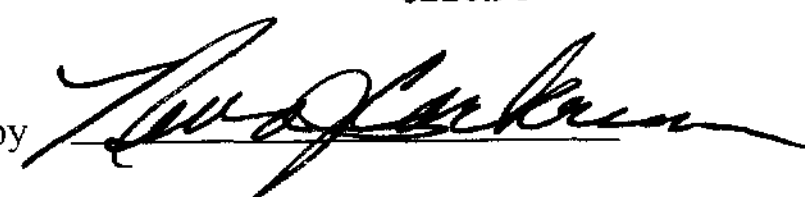
Franklin County Commissioners:

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

Action: As of this date, February 13, 2006, 
Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	49231-49300	\$39,670.04
FC Public Facilities Const Fund	737-738	\$15,085.69
FC RV Facility	213-220	\$2,960.35
Law Library	969-970	\$10,064.22
Jail Commissary	2157-2162	\$4,504.36
Franklin County Enhanced 911	1110-1118	\$19,736.87
Election Equipment	306-309	\$3,475.94
Grand Old 4th	85-86	\$1,191.04
Current Expense	49301-49332	\$15,785.50
Courthouse Renovation Fund	371-372	\$6,419.47
Crime Victims	335-337	\$852.72
FC Capital Projects Fund	114	\$15,705.00
Courthouse Renovation Fund	370	\$857.74
TRAC	9159-9205	\$58,713.48
TRAC	9131-9158	\$13,867.67
Current Expense	49333	\$25,514.50
Auditor O&M	357	\$13.51
Election Equipment	310	\$109.81
Crime Victims	338	\$115.67
Jail Commissary	2163	\$150.13
County Roads	47620	\$6,246.52
Solid Waste	2049-2050	\$428.73
TRAC	9206	\$2,967.03
FC Noxious Weed	2733	\$528.20
Pest Control	433	\$220.90

PULLED WARRANT # 9154 \$500

In the amount of 245,185.09. The motion was seconded by 
And passed by a vote of 2 to 0

Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533



CITY MANAGER

(509) 545-3404 / Fax (509) 545-3403

P.O. Box 293 (525 North 3rd Avenue) Pasco, Washington 99301

February 9, 2006

Tim Fife
Franklin County Engineer
3416 Stearman Avenue
Pasco, WA 99301

RE: Participation and Purchase of Taylor Flats Tap Line

Dear Mr. Fife:

Please accept this letter to confirm the tentative understanding between the City of Pasco and Franklin County as to financial participation in the pending Franklin PUD purchase of the Taylor Flats Tap Line from the Bonneville Power Administration (BPA).

As you know, the PUD's purchase was precipitated by (and represents the solution to) a lawsuit between the City of Pasco and Bonneville, as BPA's interpretation of its easement rights would have precluded a public street (and other utilities) from the corridor commonly referred to as "Powerline Road" in the comprehensive plans for both the City of Pasco and Franklin County. Because the purchase is substantially beneficial to the city and, to a lesser extent, Franklin County (in terms of accommodating future development and related circulation requirements), the city and Franklin County should both contribute to the PUD's purchase (you will recall that the PUD is committed to assume all operation and maintenance cost for the line after the purchase). The City of Pasco has committed to provide \$200,000 toward the purchase, provided Franklin County reimburses the city \$50,000 within 12 months of such payment by the city; the Franklin County payment can (and is expected by the city) to be in the form of a transfer of STP-Urban Funds from Franklin County to the city. Neither the city nor Franklin County would assume any O&M responsibility for the Tap Line.

I trust the foregoing explanation is an accurate description of the tentative agreement. With concurrence of the Franklin County Board of Commissioners, as evidenced by their signature hereunder, this document can represent the firm cost sharing agreement between the city and Franklin County in regards to this matter.

Sincerely,



Gary Crutchfield
City Manager

GC/tlz

Approved this 13th date of Feb, 2006.

ABSENT

Commissioner Frank Brock


Commissioner Neva Corkrum
Commissioner Robert Koch

2006 096

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: MAINTENANCE CHEMICAL SPRAY-ROADSIDE APPLICATION AGREEMENT
BETWEEN FRANKLIN COUNTY PUBLIC WORKS AND DARRY-AIR, INC.**

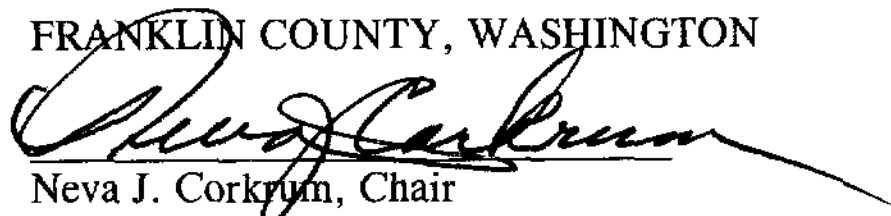
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

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

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between Franklin County Public Works and Darry-Air, Inc. is hereby approved by the Board.

APPROVED this _____ day of February, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair
ABSENT

Frank H. Brock Chair Pro Tem


Robert E. Koch, Member

Attest:

Clerk of the Board

AGREEMENT**MAINTENANCE CHEMICAL SPRAY - ROADSIDE APPLICATION****2006**

THIS AGREEMENT, made and entered into this 13 day of February, 2006, between Franklin County, hereinafter referred to as the "County" and Darry-Air, Inc., hereinafter referred to as the "Contractor".

WITNESSETH, this in consideration of the terms and conditions contained in this agreement, the parties hereto covenant and agrees as follows:

1. The Contractor shall do all work and furnish all tools, labor, equipment, and all materials not provided herein by the County for the maintenance chemical spray roadside application on various County roads. All work shall be done in accordance with the manufacturer's specifications, which by this reference is made part of this agreement.
2. The Contractor shall be responsible for providing all traffic control at the work site, including, but not limited to, flag cars, signs, and cones, in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
3. The Contractor shall provide a daily log of all roads sprayed along with weather conditions, wind speed direction, temperature, amount of chemical applied, and time of day. When the wind speed exceeds 9 mph in dry land farming areas and 7 mph in irrigated farm land areas, chemical spray will not be applied. The Contractor is to obtain any and all permits that may be needed to spray chemicals. The Contractor is to perform all spray operations in accordance with State and Federal regulations pertaining to chemical application for the type of chemical utilized.
4. During the course of the active application period, a weekly projection of all roads the Contractor intends to spray shall be provided to the County. In addition, the Contractor shall provide to the County a report of completed spraying actually performed the previous week.
5. The County will be responsible for providing all inspection of the Contractor's work.
6. The County will provide all chemical product materials as needed for this contract. If, in the event additional chemical materials are needed, the Contractor shall give two days notice to the County so that the County can have additional materials delivered without delaying the Contractor or the project. All unmixed chemical materials shall be returned to an area designated by the County.
7. The Contractor will be compensated for all labor, tools, and equipment required to do the work described and authorized in this agreement. Measurement and payment will be by the shoulder mile of chemical spray material placed on the roadside from edge of pavement or shoulder of gravel to the bottom of ditch or to not exceed 8 feet in width. The chemical will be applied by mixing with water and applied using a minimum of 25 gallons of water per acre. The unit price for the chemical spray applied shall be \$13.70 per shoulder mile or \$9.00 per acre for foliar application and \$14.00 per acre for residual

application. Any incidental work required to complete the chemical spray as specified shall be included in the unit price per shoulder mile.

8. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

The Contractor agrees to maintain and pay for general liability insurance coverage at all times during the term of this contract, insuring both the Contractor the County, naming Franklin County as additional insured on the policy. Such insurance to afford protection to a limit of not less than \$1,000,000 each occurrence. The County will be provided a copy of the insurance policy.

This agreement shall be for three years and shall be reviewed and extended by mutual agreement annually.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of the said County of Franklin, the day and year first above written.

Executed by the Contractor February 9, 2006.

Darry-Air Inc.
Darry-Air, Inc.
Darry Air Pres

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Gorkum
Neva J. Gorkum, Chair

Robert E. Koch
Robert E. Koch, Chair Pro Tem

ABSENT

Frank H. Brock
Frank H. Brock, Member

ATTEST:

Mary Withers
Clerk of the Board

2006 097

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: INTER BUDGET TRANSFER OF \$1,000 FROM THE 2006 MISCELLANEOUS
EXPENSE CUMULATIVE RESERVE (RAINY DAY) FUND, BUDGET NUMBER
100-000-001, TO THE MISCELLANEOUS EXPENSE CAPITAL PROJECTS
FUND, BUDGET NUMBER 300-000-001**

WHEREAS, Franklin County budgeted \$471,542.00 for the Capital Projects Fund, Budget
Number 300-000-001; and

WHEREAS, revenue has not been received to date; and

WHEREAS, the Franklin County Board of Commissioners desire to transfer \$1,000 from the
Cumulative Reserve (Rainy Day) Fund to the Capital Projects Fund for outstanding invoices; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners
hereby approves an inter budget transfer in the amount of \$1,000 from the 2006 Miscellaneous
Expense Cumulative Reserve (Rainy Day) Fund, Budget Number 100-000-001, line item
597.19.00 (Current Exp – Cumulative Reserve Fund) to the Capital Projects Fund, Budget
Number 300-000-001, line item 594.73.60 (Capital/TRAC).

APPROVED this 13th day of February 2006.

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


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem

Attest:

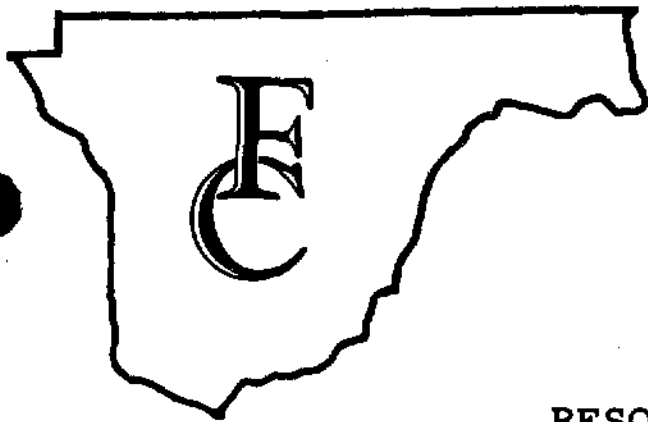

Clerk to the Board

ABSENT

Frank H. Brock, Member

Originals: Auditor
Minutes
Accounting Department

CC: County Administrator
Treasurer



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th
Pasco, Washington 99301

RESOLUTION NUMBER

2006 098 (509) 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING

RE: Final Approval for SP 2005-13

WHEREAS, this Board did hold a public hearing on December 5, 2005 to consider the short plat of Ruth Coie; and

WHEREAS, the Board of County Commissioners have determined the following:

1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

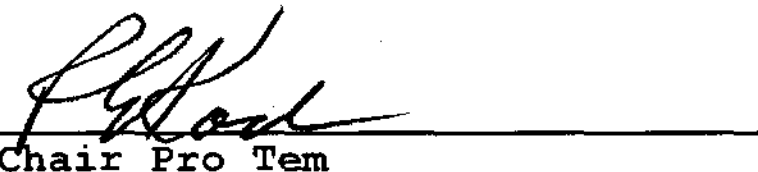
WHEREAS, the public use and interest will be served by approving the short plat of Ruth Coie for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Ruth Coie be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 13th DAY OF FEBRUARY 2006.

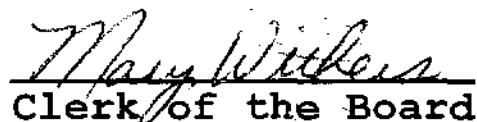
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman

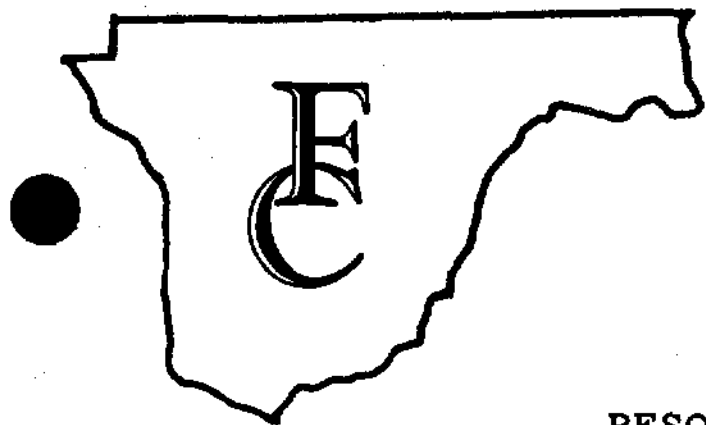

Chair Pro Tem

ABSENT

Attest:


Clerk of the Board

Member



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th
Pasco, Washington 99301

RESOLUTION NUMBER 2006 099(509) 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING

RE: Final Approval for SP 2005-11

WHEREAS, this Board did hold a public hearing on October 12, 2005 to consider the short plat of Dean Olin; and

WHEREAS, the Board of County Commissioners have determined the following:

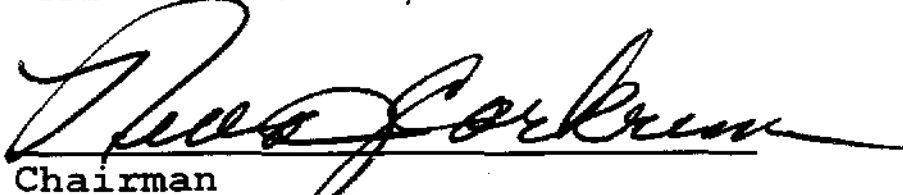
1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

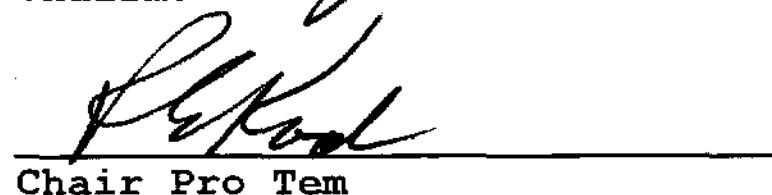
WHEREAS, the public use and interest will be served by approving the short plat of Dean Olin for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Dean Olin be approved and the chairman so indicate by signing the final short plat.

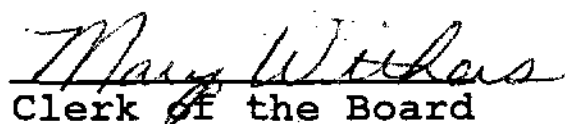
SIGNED AND DATED THIS 13th DAY OF FEBRUARY 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chair Pro Tem

Attest:


Clerk of the Board

ABSENT

Member